



**US Army Corps
of Engineers®**
New York District

THIS IS AN UNRESTRICTED PROCUREMENT AISC CODE 234990

**MAINTENANCE DREDGING AND DISPOSITION
OF DREDGED MATERIAL FROM
ARTHUR KILL REACH OF THE
NEW YORK AND NEW JERSEY CHANNELS**

Solicitations &
Specifications

IFB No. DACW51-02-B-0002



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090

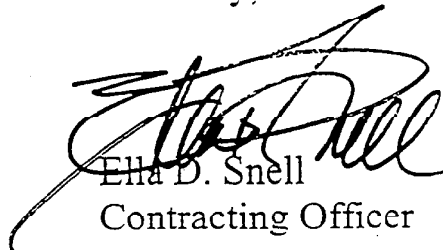
Contracts Branch
Contracting Division

SUBJECT: Central Contractor Registration

TO ALL PROSPECTIVE CONTRACTORS:

Please be advised that it is now required to register with the CCR (Central Contractor Registration) in order to perform work for the Federal Government. For additional information, please refer to the instruction sheet on the back of this letter, which includes the appropriate websites and telephone numbers.

Sincerely,

A handwritten signature in black ink, appearing to read "Ella D. Snell", is written over the typed name and title.

Ella D. Snell
Contracting Officer

CENTRAL CONTRACTOR REGISTRATION

[HTTP://WWW.ACQ.OSD.MIL/EC](http://www.acq.osd.mil/ec)

1(800) 334-3414

The Central Contractor Registry (CCR) is the Government's new national storing house of commercial and financial information on current and would-be contractors.

CCR eliminates the requirement for current and future contractors to submit Standard Form 129 and provides a single location for registering to conduct business with the Federal Government. Access to the register is available via the World Wide Web. A registration workbook is available for downloading from this site. It is highly recommended you review it prior to processing CCR to ensure all required information is available. Contractors are required to have a DUNS (Data Universal Numbering System) assigned by Dunn & Bradstreet at no charge (call 1-800-333-0505).

The initial Web Site application capability is for the initial contractor registration only. The ability to change, update or cancel a registration and query contractor information via the Web is currently in effect. After submitting a registration, contractors may use the Web application to inquire as to the status of their registration. Typically, a registration will be activated within 48 hours after receiving a complete and accurate application via the Internet. To register via the Internet, go to <http://ccr.edi.disa.mil>. Registration of an applicant through fax or mail may take up to 30 days. The mailing addresses are as follows: For firms with Legal business names beginning with the letters A-K or a number use CCR Registration Assistance Center, 2000 South Loop 256, Suite 11, Palestine, Texas 75801, FAX NO: (903) 729-7988. For firms with Legal business names beginning with the letters L-Z or a number use CCR Registration Assistance Center, 1450 Scalp Avenue, Johnstown, PA. 15904 FAX NO: (814) 262-2326. For those Contractor's who chose to register by mail, a paper registration form can be used and sent or faxed to the appropriate above address who will also furnish the form. Once successfully registered in CCR, a notice will be sent via email, fax, or regular post with information that a Trading Partner Identification Number (TPIN) will soon follow. For CCR implementation and contract questions please contact Robert Cooper at (703) 681-7573.

Anyone may access CCR via the Web to inquire whether vendor is registered at the following site: <http://ccr.edi.disa.mil>.

Information or assistance is available from your local Electronic Commerce Resources Center or Electronic Commerce Information Center at 1-800-334-3414 (8am-8pm), Monday-Friday, except Federal Holidays.

Additionally, your local Procurement Technical Assistance Center (PTAC) employs highly skilled professionals to help businesses like ours earn Federal and State Government contracts; assist with your CCR enrollment. The PTAC can provide Government specifications, daily listings of bid opportunities, bid history and contract award results, training and assistance with Electronic Data Exchange (EDI).

To find the office nearest you, the national PTAC directory can be accessed at Website <http://www.fedmarket.com/tecassis.html>.

US ARMY ENGINEER DISTRICT, NEW YORK

INVITATION FOR BID NO. DACW51-02-B-0002

CHECK LIST FOR BIDDERS

ATTACHED IS IFB NO. DACW51-02-B-0002
Maintenance Dredging and Disposition of Dredged Material from Arthur Kill Reach of
the New York and New Jersey Channels

ALL INFORMATION REQUIRED BY THE TERMS OF THIS SOLICITATION
MUST BE FURNISHED. MISTAKES OR OMISSIONS MAY RENDER YOUR BID
INELIGIBLE FOR AWARD. IMPORTANT ITEMS FOR YOU TO CHECK ARE
INCLUDED IN BUT NOT LIMITED TO THOSE LISTED BELOW. THIS
INFORMATION IS FURNISHED ONLY TO ASSIST YOU IN SUBMITTING A
PROPER BID.

- ☐ HAVE YOU ACKNOWLEDGED ALL AMENDMENTS?
- ☐ HAVE YOU COMPLETED THE "REPRESENTATIONS AND CERTIFICATIONS"
(SECTION 00600) PORTION OF THE SOLICITATION?
- ☐ IS YOUR DUNS NUMBER LISTED ON THE STANDARD FORM 1442?
- ☐ IS YOUR BID PROPERLY SIGNED?
- ☐ A BID BOND IS REQUIRED. HAS YOUR SURETY PROVIDED YOU WITH A
BID BOND ON STANDARD FORM 24 OR A SIMILAR FORM CONTAINING
THE SAME LANGUAGE AS A STANDARD FORM 24?
- ☐ IS YOUR BID GUARANTEE IN THE PROPER AMOUNT?
- ☐ IS YOUR BID GUARANTEE PROPERLY SIGNED BY BOTH THE BIDDER AND
SURETY AND ARE ALL REQUIRED SEALS AFFIXED?
- ☐ IS THE NAME IN WHICH YOU SUBMITTED THE BID THE SAME ON YOUR
BID AS ON THE BID BOND?
- ☐ IS YOUR BID BOND INCLUDED WITH YOUR BID? (A LATE BID
GUARANTEE IS TREATED THE SAME AS A LATE BID)
- ☐ HAVE YOU ENSURED THAT YOU HAVE NOT RESTRICTED YOUR BID BY
ALTERING THE PROVISIONS OF THE SOLICITATION?

—
_ WHEN REQUIRED, HAVE YOU ENTERED A UNIT PRICE FOR EACH BID ITEM? (THE SOLICITATION SPECIFICALLY STATES WHEN THIS IS NECESSARY.)

_ ARE DECIMALS IN YOUR PRICES IN THE PROPER PLACE? ARE YOUR FIGURES LEGIBLE?

_ IF YOU HAVE MADE ERASURES OR CORRECTIONS ON YOUR BID, ARE THEY INITIALED BY THE PERSON SIGNING THE BID?

_ DOES THE ENVELOPE CONTAINING YOUR BID PROPERLY IDENTIFY THAT IT IS A SEALED BID AND DOES IT CONTAIN THE CORRECT SOLICITATION NUMBER AND BID OPENING TIME?

_ WILL YOUR BID ARRIVE ON TIME? (SEE PARAGRAPH ENTITLED “LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS” IN THE INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, SECTION 00100 OF THE SOLICITATION.)

NOTE: THERE ARE INCREASED SECURITY MEASURES AT JACOB K. JAVITS FEDERAL BUILDING, 26 FEDERAL PLAZA THAT MAY AFFECT THE TIME IT TAKES TO ENTER THE BUILDING. BIDDERS IS RESPONSIBLE TO ENSURE THAT ITS BID IS SUBMITTED TIMELY.

IFB NO. DACW51-02-B-0002

NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278-0090
INVITATION FOR BIDS
FOR
MAINTENANCE DREDGING AND DISPOSITION
OF DREDGED MATERIAL FROM
ARTHUR KILL REACH OF THE
NEW YORK AND NEW JERSEY CHANNELS

1. Attached is INVITATION FOR BIDS (IFB) NO. DACW51-02-B-0002
2. BIDS MUST SET FORTH full, accurate, and complete information as requested by this Invitation for Bids, including attachments. The penalty for making false statements in bids is prescribed in Title 18, United States Code, Section 1001.
3. SUBMISSION OF BIDS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS (Section 00100).
4. Note the REQUIREMENT FOR AFFIRMATIVE ACTION of the EQUAL OPPORTUNITY clause as it applies to the contract resulting from this solicitation. (See paragraph NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPURTUNITY in Section 00100 of this IFB.)
5. REPRESENTATIONS AND CERTIFICATIONS- SECTION 00600
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.
6. THIS IS A CIVIL WORKS PROGRAM PROCUREMENT AND IS NOT FUNDED BY THE DEPARTMENT OF DEFENSE. BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 1993) IN ACCORDANCE WITH FAR 52.225-5 APPLIES.
7. THIS PROJECT IS NOT A SMALL BUSINESS SET-ASIDE.

DACW51-02-B-0002

MAINTENANCE DREDGING AND DISPOSITION OF DREDGED MATERIAL FROM

ARTHUR KILL REACH OF THE

NEW YORK AND NEW JERSEY CHANNELS

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 26-Sep-2002		4. REQUISITION/PURCHASE REQ. NO. W16ROE-1323-3643		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090		CODE DACW51		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW51-02-B-0002			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 13-Sep-2002			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to incorporated as follows FOR STEP-TWO SEALED BID: 1) Standard Form 1442, and Section 00010, "Bidding Schedule" 2) Section 00100, 00600, 00700 "Contract Clauses" 3) Section 00800, 00900, 01355, 01451, see attached of this document. 4) BIDS ARE DUE ON 11 October 2002 11:00 AM. 5) All bidders must acknowledged receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods; in the space provided on the SF 1442, by separate letter, or by telegram, or by signing block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID. LATE MODIFICATIONS OF BID OR LATE WITHDRAWAL OF BIDS (FAR 14.304). Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 26-Sep-2002	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW51-02-B-0002-0007	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Sep-2002	PAGE OF PAGES 1 OF 40
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-1323-3643		6. PROJECT NO.	
7. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090 TEL: (212)264- FAX: (212)264-3013		CODE DACW51	8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px 0;"> See Item 7 </div> TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME JACQUELINE DALY		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-9069	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Maintenance Dredging and Disposition of Dredged Material from Arthur Kill Reach of New York and New Jersey Channels, Federal Navigation Channel THIS IS STEP TWO SOLICITATION PROVISION NOTE: THIS IS A TWO STEP SOLICITATION. STEP ONE REQUIREMENTS IS RESTRICTED TO TECHNICAL PROPOSALS ONLY. STEP TWO OF THE SOLICITATION SHALL INCLUDE PRICED PROPOSALS FROM THOSE BIDDERS THAT HAVE BEEN DETERMINED TO BE ACCEPTABLE FROM STEP ONE OF THIS SOLICITATION.				
11. The Contractor shall begin performance within <u> 5 </u> calendar days and complete it within <u> 22 </u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u> 2 </u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00 AM</u> <i>(hour)</i> local time <u> 30 Sep 2002 </u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u> 180 </u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
---------	------------------------

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
----------------------------------------------------------------------------------	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY: CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	TEL: EMAIL:	
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization FFP PURCHASE REQUEST NUMBER: W16ROE-1323-3643	1	Lump Sum		

\$

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Dredging, Processing, Transportation and FFP Placement - basis work (sheets 6, 14 and 16 of the contract drawings) Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Naviogation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B, and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor.	45,000	Cubic Yard		

\$

NET AMT

FOB: Destination

TOTAL BASE BID ITEMS 0001 AND 0002-----\$-----

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		8,125	Cubic Yard		
OPTION	OPTION #1 FFP Dredging Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				

\$

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		7,610	Cubic Yard		
OPTION	OPTION #2 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				

\$

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		3,795	Cubic Centimeter		

OPTION OPTION #3
FFP
Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor

\$ _____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		40,765	Cubic Yard		

OPTION OPTION #4
FFP
Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B, and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor

\$ _____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		42,470	Cubic Yard		
OPTION	OPTION #5 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		2,610	Cubic Yard		
OPTION	OPTION #6 FFP Dredging, Processing, Transportation and Placement -- Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		3,675	Cubic Yard		
OPTION	OPTION #7 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1,245	Cubic Yard		
OPTION	OPTION #8 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		6,170	Cubic Yard		
OPTION	OPTION #9 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		6,085	Cubic Yard		
OPTION	OPTION #10 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		2,465	Cubic Yard		
OPTION	OPTION #11 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		5,650	Cubic Yard		
OPTION	OPTION #12 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		15,820	Cubic Yard		
OPTION	OPTION #13 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		7,235	Cubic Yard		
OPTION	OPTION #14 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				
					\$ _____
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		3,360	Cubic Yard		
OPTION	OPTION #15 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				

\$

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		2,100	Cubic Yard		
OPTION	OPTION #16 FFP Dredging, Processing, Transportation and Placement - Removal of material except ledge rock lying above the plane of minus 35 feet below mean low water plus 1 foot allowable overdepth from the Federal Navigation Channel as shown on the contract drawings, File #1225 (pages 1A, 1B and 1-18) and placement of dredged material at an approved/permitted upland disposal site furnished by the contractor				

\$

NET AMT

FOB: Destination

TOTAL OPTIONS ITEMS 0003 THROUGH 0018-----\$-----

TOTAL BASE BID AND OPTIONS ITEMS 0001 THROUGH 0018-----\$-----

NOTE 1: Bidders must bid on all items.

NOTE 2: Award of contract will be based on the lowest total price for the total of the Basic Work and Options 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

NOTE 3: All bidders are hereby advised that the quantities for placement in the price schedule are estimated and based on the survey data collected in March of 2002.

NOTE 4: The Government has 12 days from the date of the receipt by the Contractor of the Notice to Proceed (Basic Work) to exercise the Options 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 (bid items 3, 4, 5, 6.....18), if they are exercised at all. Even if exercised, the Options listed above may not be exercised in numerical order.

NOTE 5: Note that the 90-day rule may apply to this contract if the sediment testing and permitting are delayed. The “90-day” rule references 29CFR 1.6(c)(3)(iv) as set forth in FAR 22.404-6(b)(6) provides that if a contract to which a general wage determination has been applied is not awarded within 90 days after bid opening, any modification to that wage determination published prior to contract award shall be effective unless the agency obtains an extension of this 90-day period from the Administrator, US Department of Labor.

NOTE 6. Bidders shall submit the documents specified in Section 00800 Special Contract Requirements paragraph 1. Commencement, Prosecution, and Completion of Work. If the apparent low bidder does not submit the information required to be submitted within 70 calendar days from the date the Apparent low bidder is notified of being the low bidder the bidder will be considered non-responsible and it's bid will no longer be considered.

Section 00100 – Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be

prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that

agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-25 STEP TWO OF TWO-STEP SEALED BIDDING (APR 1985)

(a) This invitation for bids is issued to initiate step two of two-step sealed bidding under Subpart 14.5 of the Federal Acquisition Regulation.

(b) The only bids that the Contracting Officer may consider for award of a contract are those received from bidders that have submitted acceptable technical proposals in step one of this acquisition under Maintenance Dredging and Disposition of Dredged Material from Arthur Kill Reach of New York and New Jersey Channels, Federal Navigation Channel.

(c) Any bidder that has submitted multiple technical proposals in step one of this acquisition may submit a separate bid on each technical proposal that was determined to be acceptable to the Government.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.

(2) The small business size standard is \$17.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder

from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-9	Failure To Submit Bid	JUL 1995
52.214-12	Preparation Of Bids	APR 1984
52.214-14	Place Of Performance--Sealed Bidding	APR 1985
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-20	Bid Samples	APR 2002
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 2001) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996

52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises -DoD Contracts	SEP 2001
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001) --ALTERNATE I (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
- (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if--
- (i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--
- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
 - (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 21 calendar days. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,468.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those

specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 30 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: 180 calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.214-23 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF TECHNICAL PROPOSALS UNDER TWO-STEP SEALED BIDDING (NOV 1999)

(a) Bidders are responsible for submitting technical proposals, and any modifications or revisions, so as to reach the Government office designated in the request for technical proposals by the time specified in the invitation for bids (IFB). If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids or revisions are due.

(b)(1) Any technical proposal under step one of two-step sealed bidding or modification, revision, or withdrawal of such proposal received at the Government office designated in the request for technical proposals after the exact time specified for receipt will not be considered unless the Contracting Officer determines that accepting the late technical proposal would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the request for technical proposals, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt; or

(iii) It is the only proposal received and it is negotiated under part 15 of the Federal Acquisition Regulation.

(2) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the technical proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the Government office designated for receipt of technical proposals by the exact time specified in the request for technical proposals, and urgent Government requirements preclude amendment of the request for technical proposals, the time specified for receipt of technical proposals will be deemed to be extended to the same time of day specified in the request for technical proposals on the first work day on which normal Government processes resume.

(e) Technical proposals may be withdrawn by written notice received at any time before the exact time set for receipt of technical proposals. If the request for technical proposals authorizes facsimile technical proposals, they may be withdrawn via facsimile received at any time before the exact time set for receipt of proposals, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A technical proposal may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of technical proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the technical proposal.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost

for some work and prices which are significantly overstated for other work.

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.gov>

<http://intranet.nan.usace.army.mil>

Section 00800 - Special Contract Requirements

NOTE:

The bidder shall comply with the specifications and the bidder's technical proposal.

SECTION 00800
SPECIAL CONTRACT REQUIREMENTS
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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965 APRIL OCE)

a. At the conclusion of Step Two of the Two Step Procurement process, the Apparent Low Bidder must provide proof of approval including permits by the appropriate regulatory agencies of the dredged material for this contract for compatibility with the proposed Disposal Site, with their concurrence for material placement there.

1. Information required to be submitted **within 3 days** from the date the Apparent low bidder is notified of being the low bidder shall include:

a) Timeline for obtaining the required permits - A bar chart indicating time(s) required for obtaining all permits/approvals required by the bidder for each item of work as described by the bidder. The schedule will detail the major steps (such as time to prepare the permit request, the date it will be submitted to the regulatory agency, time for agency review, public coordination, etc.

2. Information required to be submitted **within 70 days** from the date the Apparent low bidder is notified of being the low bidder shall include:

a) Placement site permits as applicable and others as related to transportation, processing and placement of the dredged material, or any other aspects of the bidder's proposed disposition of the dredged material including any and all permits, authorizations, contracts, agreements, licenses, and rights-of-entry.

b) The results of any sampling and testing required for obtaining permits for dredged material transportation, processing, and placement shall also be provided. The procedure used to obtain samples shall be detailed. These test results will be used by the Government as part of the request for a Water Quality Certificate for

the dredging.

- c) A list of the names, locations, point of contact, and telephone number, for loading and unloading facilities for each disposal facility including current site capacity.
- d) A detailed map indicating locations of loading and unloading facilities or area within the proposed property to be utilized, for each disposal location, with a description of the material handling process at each disposal location.
- e) Hours of operation, transportation and operating procedures at unloading facilities.
- f) Facilities information: Access to Unloading facilities, acceptable scow size, Disposal Site O&M manual, demurrage time to unload scow or trucks, anticipated processing time and placement materials, and other facility restrictions, if any.
- g) A detailed description of the loading and transportation procedures to be utilized.

b. The Contractor will be required to commence operations under this contract within five (5) calendar days after the date of receipt by him of the notice to proceed, to prosecute said work diligently and to complete the basic contract work of approximately 45,000 CY ready for use not later than twenty-two (22) calendar days after the date of receipt by him of the notice to proceed. There are **sixteen (16)** options to the contract ranging from approximately 1,245 cubic yards to 42,470 cubic yards. The time for contract completion of each additional option will be determined by allowing a rate of **one (1)** calendar day for each 4,000 cubic yards removed. Options will range from **one (1)** calendar day to **eleven (11)** calendar days, if exercised. Should the total quantity of material to be paid for and actually removed under the contract exceed the limit established in the clause entitled "Variations in Estimated Quantities," additional time will be allowed at the rate of **one (1)** calendar day for each 4,000 cubic yards in excess of the established limit. The time stated for completion shall include final cleanup. (EFARS 52.2/9110 (a))

The work is estimated to cost between **\$2,000,000.00** and **\$13,500,000.00**. The estimated volume to be dredged is 204,015 cubic yards including options, if exercised.

c. THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE FOLLOWING DREDGING/PLACEMENT RESTRICTIONS AND MONITORING REQUIREMENTS:

1. DREDGING/PLACEMENT RESTRICTIONS IMPOSED BY THE NEW YORK STATE AND THE STATE OF NEW JERSEY WATER QUALITY CERTIFICATES (See Section 00900, Attachment D).
2. DREDGING/PLACEMENT RESTRICTIONS IMPOSED BY THE STATE REGULATORY AGENCY OF THE DISPOSAL SITE LOCATION WATER QUALITY CERTIFICATE AND ALL PERMITS OBTAINED OR NEEDED AS DESCRIBED IN THE SELECTED OFFERORS PROPOSAL.

The contractor will be solely responsible for coordinating and complying with all the processing requirements of the identified disposal site. Dredging, dewatering and/or other processing (if any), transfer, transportation and material disposal shall be performed in accordance with applicable law and requirements of all associated permits and approvals and government authorities having jurisdiction.

2. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization and equipment, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performance of the work, the Contractor requests a reduction and the Contracting Officer and/or his Representative determines that the reduction would be to the advantage of the Government. (FAR 52.236-01)

3. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish the Contracting Officer and/or his Representative, within ten (10) days after award, items of work he will perform with his own forces and the estimated cost of

those items. The percentage of work that must be performed by the Contractor is stated in paragraph 2, entitled: "PERFORMANCE OF WORK BY THE CONTRACTOR."

4. LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,468.00** for each calendar day of delay until the work is completed or accepted.
- b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

5. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (AUG 2000)

(a.) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b.) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer or Contracting Officer's Representative of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c.) In general-

(1) Large-scale drawings shall govern small-scale drawings;
and

(2) The Contractor shall follow figures marked on drawings in
preference to scale measurements.

(d.) Omissions from the drawings or specifications or the
misdescription of details of work which are manifestly
necessary to carry out the intent of the drawings and
specifications, or that are customarily performed, shall not
relieve the Contractor from performing such omitted or
misdescribed details of work. The Contractor shall perform
such details as if fully and correctly set forth and described
in the drawings and specifications.

(e.) The work shall conform to the following contract drawings
and maps, all of which form a part of these specifications and
are available in the office of the District Engineer, U.S.
Army Corps of Engineers, New York District, 26 Federal Plaza,
New York, N.Y. 10278-0090:

CONTRACT DRAWING	DESCRIPTION
File Number 1225	Maintenance Dredging and Disposition of Dredged
(Sheets 1A, 1B	Material from Arthur Kill Reach of the New York and
and 1 - 18)	New Jersey Channels
1A	Index
1B	General Location Map
1-2	Benchmark Descriptions, Channel Coordinates and Layout
3-18	Sounding Maps
6	Channel Cross Sections

(f.) The Contractor shall check all drawings furnished him
immediately upon their receipt and shall promptly notify
the Contracting Officer or Contracting Officer's
Representative of any discrepancies. Figures marked on
drawings shall in general be followed in preference to
scale measurements unless dimensions are specified.
Large-scale drawings shall in general govern over small-
scale drawings. Information and data provided in
contract specifications shall govern over similar
information and data specified in contract drawings. The
Contractor shall compare all drawings and verify the

figures before laying out the work and will be responsible for any errors which might have thereby been avoided (DOD FAR Suppl. 52.236-7002).

6. PHYSICAL CONDITIONS

The information and data furnished or referred to below are not intended as representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn by the Contractor.

- a. WEATHER CONDITIONS. The site of the work is not exposed to severe wind and wave action and the Contractor's operations are not likely to be affected by ordinary storms. Real-time data are available on the World Wide Web at <http://www.nws.fsu.edu/B/buoy?station=45N>.

- (1) Fog. An examination of the records of the U.S. Weather Bureau at Newark International Airport, New Jersey, discloses an average of 31 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the New York Harbor area. The maximum number of days in which dense fog occurred in any year was 45 in 1959. The maximum number of days in which dense fog occurred in any month was 4 days in June.

Fog Information for 1999 from Port Series, based on Newark

Month	Heavy Fog Days (visibility < 1.4 mile)
JAN	2.1
FEB	1.6
MAR	1.4
APR	1.1
MAY	1.6
JUN	1.1
JUL	0.4
AUG	0.5
SEP	0.8
OCT	1.9
NOV	1.7
DEC	1.7

- (2) Winds. Wind conditions for Newark International Airport, based on historical data maintained by the National Weather Service's National Buoy Center¹ ([http://www.ndbc.noaa.gov/station_page.phtml?\\$station=44025](http://www.ndbc.noaa.gov/station_page.phtml?$station=44025)) are as follows:

Wind conditions for Newark International Airport, based on 55 years of data.¹

Month	Average Wind Speed (MPH)	Peak One-Minute Wind Gust(MPH)
JAN	11.2	52
FEB	11.5	46
MAR	11.9	45
APR	11.2	50
MAY	10	50
JUN	9.5	58
JUL	8.9	52
AUG	8.7	46
SEP	9	51
OCT	9.4	48
NOV	10.2	82
DEC	10.8	55

Weather conditions exceeding in severity the conditions described above or average wind speeds over 30 miles per hour (26 kts) will be considered unusually severe weather if delays are caused thereby to operations under the contract.

b. ICE. Icing within the project vicinity is not anticipated. However, in the event that icing does occur, this will be considered to be unusually severe weather.

c. TIDES. The mean range of tides, mean range of spring tides, and irregular fluctuations due to wind and atmospheric pressure for the dredging area are listed below:

1. Tides, Based on Woodbridge Creek, NJ, 0.8 n.mi. above entrance, from 2002 Tide Tables

Mean Tide Level	2.78 ft
Mean Range	5.15 ft

¹ Based on NDBC Buoy 44025, which is 33 nm south of Islip, NY.

Spring Range 6.18 ft

2. Tides, Based on Rossville, Staten Island, NY, from 2002 Tide Tables

Mean Tide Level 2.89 ft
Mean Range 5.22 ft
Spring Range 6.26 ft

3. Tides, Based on Carteret, NJ from 2002 Tide Tables

Mean Tide Table 2.80 ft
Mean Range 5.10 ft
Spring Range 6.20 ft

4. Tides, Based on Chelsea, Staten Island, NY from 2002 Tide Tables

Mean Tide Table 2.70 ft
Mean Range 5.00 ft
Spring Range 6.00 ft

5. Tides, Based on Rahway River, RR, Bridge from 2002 Tide Tables

Mean Tide Table 2.89 ft
Mean Range 5.32 ft
Spring Range 6.38 ft

6. Tides, Based on Port Ivory, Howland Hook, NY from 2002 Tide Tables

Mean Tide Table 2.78 ft
Mean Range 5.10 ft
Spring Range 6.12 ft

Irregular fluctuations due to wind and atmospheric pressure have varied from about 11.3 ft. above mean low water to about 3.4 feet below low water. (ref. River and Harbor Project Maps-New York District, Dept. of the Army, Sept. 30, 1986, page 63A.)

Tidal Currents based on Tottenville, Staten Island, NY from 2002 Tidal Current Tables

Max. Flood 1.0 kts
Max. Ebb 1.1 kts

Tidal Currents based on Tuffs Point-Smoking Point from 2002
Tidal Current Tables

Max. Flood 1.2 kts
Max Ebb 1.2 kts

Tidal Currents based on Trembley Point Reach from 2002 Tidal
Current Tables

Max. Flood 0.9 kts
Max Ebb 0.8 kts

- d. TRANSPORTATION FACILITIES. A controlling depth of at least 30 feet at mean low water is accessible to the project site. Highways that serve the localities are the Garden State Parkway, New Jersey Turnpike (I-95) from Linden, New Jersey to Perth Amboy, New Jersey and Highway 278 (I-278) and Highway 440 throughout Staten Island, NY.
- e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within New York District, Corps of Engineers disclosed the existence of the following submarine pipelines and/or structures:

ITEM NO.	PERMIT NO.	DESCRIPTION
1	4129/5 (NYE 3)	Install a submarine oil pipeline, Arthur Kill, between Kreischerville, Staten Island, New York, and Port Reading, New Jersey. Permit issued to: Defense Plant Corporation, c/o War Emergency Pipelines, Inc., 70 Pine Street, New York, N.Y. All assets of D.P.C. in big and little inch pipe lines transferred and sold to Texas Eastern Transmission Corp. on 19 Nov 47 Shreveport, LA. Date: 06/2/1943

2	4705A	<p>A temporary submarine pipe line on the natural bottom in Arthur Kill between Gulfport, Staten Island, New York, and Linden, Union County, New Jersey, is hereby revised to "to lay and maintain until 30 June 1955, two (2) temporary submarine pipe lines on the natural bottom in Arthur Kill, between Gulfport, Staten Island, New York, and Linden, Union County, New Jersey." Permit issued to The Arundel Corporation, Pier 3 Foot Fulton Street, Brooklyn 1, N.Y.</p> <p>Date: 01/14/1955</p>
3	4705	<p>To lay and maintain until 30 June 1955, a temporary submarine pipe line on the natural bottom, Arthur Kill, between Gulfport, Staten Island, New York, and Linden, Union County, New Jersey, and marked, 800.6 (Arthur Kill-Arundel Corp-Submerged Dredge Pipeline. Permit issued to: The Arundel Corporation, Pier 3, Foot Fulton Street, Brooklyn 1, N.Y.</p> <p>Date: 10/29/1954</p>
4	6863	<p>Install three (3) submarine pipelines not less than 52 feet below mean low water, Arthur Kill, between Linden, Union County, New Jersey and Staten Island, Richmond County, New York, and marked: 1507-24 (Arthur Kill - Colonial Pipeline Co. - Submarine Pipe line between Linden & Staten Island. Permit issued to: Colonial Pipeline Company, 3390 Peachtree Road, N.E., Atlanta, GA 30326</p> <p>Date: 07/30/1964</p>

5	6890	<p>Richmond Creek, Arthur Kill, Richmond Avenue, Staten Island, New York, Brooklyn Union Gas Co. - Submarine pipeline in Richmond Creek. Permit issued to: Brooklyn Union Gas Company, 195 Montague Street, Brooklyn 1, New York.</p> <p>Date: 09/18/1964</p>
6		<p>Install two (2) 30-inch-diameter steel submarine pipelines at a depth of forty-seven (47) feet below mean low water. Between Linden, Union County, N.J. and Staten Island, Richmond County, N.Y., - 285/70a (Arthur Kill - Texas Eastern Transmission Corp-2 Subm Gas Pipelines. Permit issued to: Texas Eastern Transmission Corporation, P. O. Box 1612, Shreveport, Louisiana.</p> <p>Date: 08/03/1959</p>
7	9402	<p>16" petroleum product pipeline and placement of rip-rap over exposed sections of the pipe between Union County, N.J. & Richmond County, N.Y. Permit issued to: Texas Eastern Transmission Corporation, P. O. Box 1612, Shreveport, LA 71130</p> <p>Date: 08/29/1975</p>

8		<p>Install two (2) submarine pipelines not less than 52 feet below mean low water, - Arthur Kill, near the mouth of Piles Creek, between Linden, Union County, New Jersey, and Staten Island, Richmond County, New York, and marked 1507-24 (Arthur Kill - Long Island Pipe Line Corp. - Submarine Pipelines between Linden & Staten Island). Permit issued to: Long Island Pipe Line Corporation, 30 Rockefeller Plaza, New York, N.Y. 10020</p> <p>Date: 07/30/1964</p>
9	4127/5 (NYE 3)	<p>Install two (2) submarine oil pipe lines, Arthur Kill and Piles Creek, between Linden, New Jersey, and Gulfport, Staten Island, New York, and file marked Permits 4127/2. Permit issued to: Defense Plant Corporation, c/o War Emergency Pipelines, Inc., 70 Pine Street, New York, N.Y. All assets of Defense Plant Corp. sold to Texas Eastern Transmission Corp., Shreveport, Louisiana on 19 Nov. 1947.</p> <p>Date: 06/03/1943</p>
10	180/111	<p>Relay your submarine oil pipe lines, across Arthur Kill, New York and New Jersey Channels, Linden, New Jersey, at a point 11.5 miles above the mouth, file marked U.S. Engineer Office, Second Dist., New York, Oct. 6, 1936, A.K. 180/105", perform the necessary dredging operations in connection therewith, and during such operations maintain five temporary pipe lines on the natural bottom of the existing channel. Permit issued to: Standard Oil Company of New Jersey, 26 Broadway, New York, N.Y.</p> <p>Date: 10/31/1936</p>

11	2476	Relocate nine (9) submarine cables in a trench, between Carteret, New Jersey and Travis, Staten Island, New York, and file marked 800.6 (A.K.-NJ Bell Tp Co.- Subm.Cables-Btwn S.I. & Carteret, NJ)2. Permit issued to: New Jersey Bell Telephone Company, 540 Broad Street, Newark 1, New Jersey. Date: 04/25/1946
12		Install submarine pipe line on the natural bottom in Pikes Creek, Grasselli, NJ. Permit issued to: Date: 07/1949
13	Arthur Kill 166/15	Lay five submarine telephone cables at Arthur Kill, N.Y. Elizabeth, N.J. Permit issued to New York Telephone Co., 15 Dey Street, New York City. Date: 03/24/1924
14		Proposed submerged pipe across Arthur Kill, NY at Grasselli, NJ, counties of Union, Richmond, states of New Jersey and New York. Application by American Shipyard Company. Date: 09/08/1964
15	Arthur Kill 130/2 and 130/3	Lay a submarine cable, at a depth of 27 feet below Arthur Kill, between Bayway, N.J. and Steep Point, N.Y. in the Baltimore & Ohio Railroad Bridge. Permit issued to: Staten Island Rapid Transit Co., 295 Broadway, New York, N.Y. Date: 05/10/1917

16	Arthur Kill 179/3	<p>Lay one (1) 8-inch wrought steel pipe in a trench at a depth of not less than 40 feet below the plane of mean low water in the natural and dredged channels of Arthur Kill from a point about 1300 feet below or south of the mouth of Old Place Creek, Old Place, S.I., N.Y., to a point 300 feet south of or below the mouth of Morses Creek, Bayway, N.J., marked Arthur Kill 179/3. Permit issued to: The Tide-Water Pipe Company, Limited, 11 Broadway, New York.</p> <p>Date: 05/29/1919</p>
17		<p>Install a temporary bridge to be removed entirely from the waterway. Staten Island, Borough of Richmond, New York, N.Y. Permit issued to: Island Corporation.</p> <p>Date: 09/29/1960</p>
18		<p>Install burial cables over Piles Creek, Arthur Kill to Linden, Union County, NJ. Permit issued to: Public Service Electric & Gas.</p> <p>Date: 07/02/1962</p>
19	41 7	<p>Install eleven (11) submarine cables in a trench, Arthur Kill, between the Borough of Carteret, Middlesex County, New Jersey, and Travisville, Staten Island, New York, 800.6 (Arthur Kill-N.J. BELL Telephone Co-11 Subcables). Permit issued to: New Jersey Bell Telephone Company, 540 Broad Street, Newark 1, N.J.</p> <p>Date: 11/21/1955</p>

20		<p>Install a 30-inch diameter submarine gas pipe line five (5) feet below existing creek bottom at two (2) locations Piles Creek, City of Linden, Union County, New Jersey, and marked: 285/70a (Arthur Kill-Texas Eastern Transmission Corp-Sub'm Oil Pipe line). Permit issued to: Texas Eastern Transmission Corporation, P. O. Box 1612, Shreveport 94, Louisiana.</p> <p>Date: 07/06/1959</p>
21		<p>Fill over the pipeline across Arthur Kill, between Woodbridge Township, Middlesex County, New Jersey and Kreischerville, Richmond County, Staten Island, New York. Permit issued to: Socony Mobil Oil Company, Inc., P. O. Box 989, Plainfield, N.J.</p> <p>Date: 06/26/1959</p>
22		<p>Relocate the northerly end of 12-inch diameter submarine pipe line; Arthur Kill, between Woodbridge Township, Middlesex County, New Jersey, and Kreischerville, Richmond County, Staten Island, New York. Permit issued to: Socony Mobil Oil Company, Inc., 1024 South Avenue, Plainfield, N.J.</p> <p>Date: 03/20/1958</p>

23	414	<p>Install a 12-inch diameter submarine pipe line, Arthur Kill, between Woodbridge Township, Middlesex County, New Jersey, and Kreischerville, Richmond County, Staten Island, N.Y., and marked 800.6 (Arthur Kill - Socony Mobile Oil Co., Inc. - Subm Pipe Line), subject to the following conditions. Permit issued to: Socony Mobil Oil Company, Inc., 26 Broadway, New York 4, N.Y.</p> <p>Date: 05/25/1955</p>
24	750	<p>Lay five submarine telephone cables of about 3½ inches diameter each on the bottom after the projected 30-foot channel is completed in Arthur Kill, N.Y. and N.J. at Elizabeth, N.J. from the foot of Marshall Street, City of Elizabeth, N.J., practically at right angles to the channel, to Howland Hook, Borough of Richmond, City of New York, Arthur Kill 166/15. Permit issued to: New York Telephone Co., 15 Dey Street, New York City.</p> <p>Date: 03/14/1924</p>

25	9208	<p>Inspect and repair two known sections of its 12¾ inch diameter pipe. Additional areas requiring replacements may also be discovered during inspection. Existing pipeline supports will also be rehabilitated. The purpose is to avoid rupture of the pipeline in Arthur Kill at Staten Island, Richmond County, NY to Linden, Union County, NJ 1522-15 (Sohio Pipe Line Co.-Arthur Kill-repair of existing pipeline-between Staten Island, New York and Linden, New Jersey. Permit issued to: Sohio Pipe Line Company, P. O. Box 188, Vandalia, Ohio 45377.</p> <p>Date: 04/10/1975</p>
26	4073	<p>Install a 24-inch diameter submarine gas pipe line in a trench at a minimum depth of forty-seven (47) feet below mean low water between the United States Pierhead and Bulkhead Lines; in Arthur Kill, at a point approximately 1.2 miles south of Goethals Bridge between Linden, New Jersey, and Gulfport, Staten Island, New York, and marked 800.6 (Arthur Kill-Transcontinental Gas Pipe Line Corp.-24" gas pipe line). Permit issued to: Transcontinental Gas Pipe Line Corporation, 2100 Niels Esperson Building, Houston 2, Texas.</p> <p>Date: 07/06/1951</p>

27	4651	<p>Install two (2) temporary submarine cables; across Arthur Kill, between the Borough of Carteret, Middlesex County, New Jersey, and Travis, Staten Island, New York, and marked: 800-6 (Arthur Kill, N.J.-Bell Telephone Co. Subm. Cable). Permit issued to: New Jersey Bell Telephone Company, 540 Broad Street, Newark 1, N.J.</p> <p>Date: 07/22/1954</p>
28	351	<p>Lay a submarine cable at a depth of 27 feet below mean low water in Arthur Kill, between Bayway, N.J. and Steep Point, S.I., under the draw of the Baltimore & Ohio Railroad Bridge marked Arthur Kill 130/2 and 130/3. Permit issued to: Staten Island Rapid Transit Co., 295 Broadway, New York, N. Y.</p> <p>Date: 05/10/1917</p>
29		<p>Replace an existing 12-inch pipe line with a 16-inch, in Arthur Kill, between Linden, N.J. and Gulfport, Staten Island, N.Y., and titled "Proposed Replacement Pipeline Crossing of Arthur Kill at Piles Creek." Permit issued to: Texas Eastern Transmission Corporation, P. O. Box 1612, Shreveport 94, Louisiana.</p> <p>Date: 06/09/1950</p>

30	8861	<p>Install four 10" submarine pipelines and to dredge approximately 30,000 cubic yards. Which is to be disposed of in accordance with condition in and across the Rahway River and Arthur Kill across the Federal Project Channel at Middlesex and Union Counties, New Jersey and Richmond County, New York in accordance with the plans and drawings attached hereto and marked 1522-15. Permit issued to: Northville Industries Corp., 425 Broad Hollow Road, Melville, New York 11746</p>
31	4317	<p>Install a 12-inch diameter pipe line; in Arthur Kill, between Staten Island, New York, and Elizabeth, New Jersey, and marked 800.6 (Arthur Kill-Esso Standard Oil Co.-Pipe line). Permit issued to: Esso Standard Oil Company, 15 West 51st Street, New York 19, N.Y.</p> <p>Date: 10/06/1952</p>
32	Arthur Kill 141/53	<p>Relay a section of submarine telephone cable in a trench at a depth of five (5) feet below the dredged bottom, in Arthur Kill, adjacent to the General American Tank and Storage Terminal, at Carteret, Middlesex County, New Jersey, in accordance with the plans shown on the drawing attached hereto and file marked Arthur Kill 141/51. Permit issued to: New Jersey Bell Telephone Company, 540 Broad Street, Newark, New Jersey.</p> <p>Date: 11/7/1941</p>

33	Arthur Kill 141/37	<p>Lay and maintain nine armored submarine telephone cables each about 3¾ inches in diameter in Arthur Kill or Staten Island Sound, N.Y. and N.J. between Carteret, N.J. and Linelenville, Borough of Richmond, City of New York, at a point about 900 feet northerly of the ferry slip at Carteret, N.J. Permit issued to: New York Telephone Company, 1060 Broad Street, Newark, N.J.</p> <p>Date: 07/21/1927</p>
34	2685	<p>Install a submarine oil pipe line in Arthur Kill and Piles Creek, between Linden, New Jersey and Gulfport, Staten Island, New York, 800.6 (A.K.-Defense Plant Op-halfport-Pipelines). Permit issued to: Defense Plant Corporation c/o War Emergency Pipelines, Inc., P.O. Box 271, Plainfield, New Jersey. All assets of Defense Plant Corp. sold to Texas Eastern Transmission Corp. Shreveport, Louisiana on 19 Nov. 1947 (See letter dated 27 Feb. 1948 from Ballard, Spahr, Andrews & Ingersoll.</p> <p>Date: 3/2/1944</p>
35	2879	<p>Install a 6-inch pipe line in a trench with top of pipe at a minimum depth of 42 feet below mean low water between channel lines, in Arthur Kill and Piles Creek, between Gulfport, Staten Island, New York, and the City of Linden, Union County, New Jersey. Permit issued to: The Tide-Water Pipe Company, Ltd., 54 Boylston Street, Bradford, PA.</p> <p>Date: 9/24/1946</p>

36	5795	<p>Install two (2) 30-inch diameter steel submarine pipelines at a depth of forty-seven (47) feet below mean low water, in Arthur Kill, between Linden, Union County, N.J., and Staten Island, Richmond County, N.Y. Permit issued to: Texas Eastern Transmission Corporation, P. O. Box 1612, Shreveport, Louisiana</p> <p>Date: 8/3/1959</p>
37	6813	<p>Authorized by the Secretary of the Army to install a temporary submerged pipeline at a minimum depth of thirty-five (35) feet below mean low water in Arthur Kill, between Linden, New Jersey and Staten Island, New York, in accordance with the attached plans. Permit issued to: American Shipyard Company, 12 South Twelfth Street, Philadelphia, PA 19107.</p> <p>Date: 9/15/1964</p>
38	8875	<p>Install two power cables and one hose on the existing river bottom; under Arthur Kill, at the Outerbridge Crossing, Staten Island, N.Y., in accordance with the plans and drawings attached hereto and marked 1522-15 (Arthur Kill - Interstate Sanitation Commission - submarine cables and hose @ Outerbridge Crossing. Permit issued to: Interstate Sanitation Commission, 10 Columbus Circle, Room 1620, New York, New York 10019.</p> <p>Date: 6/29/1973</p>
39		<p>Install two (2) temporary submarine cables across Arthur Kill, between the Borough of Carteret, Middlesex County, New Jersey and Travis, Staten Island, New York. Permit issued to: New Jersey Bell Telephone Company, 510 Broad Street, Newark 1, N.J.</p>

40		<p>Install a 24-inch diameter submarine gas pipe line in a trench at a minimum depth of forty-seven (47) feet below mean low water between the United States Pierhead and Bulkhead Lines, in Arthur Kill, at a point approximately 1.2 miles south of Goethals Bridge between Linden, New Jersey, and Gulfport, Staten Island, New York. Permit issued to: Transcontinental Gas Pipe Line Corporation, 2100 Niels Laperson Building, Houston 2, Texas.</p> <p>Date: 07/06/1951</p>
41	8861	<p>Install four 10" submarine pipelines and to dredge approximately 33,000 cubic yds. Which is to be disposed of in accordance with condition (as) in and across the Rahway River and Arthur Hill across the Federal Project Channel at Middlesex and Union Counties, New Jersey and Richmond County, New York in accordance with the plans and drawings attached hereto and marked 5522-15 (Arthur Kill and Rahway River - submarine Pipelines across Federal Channel - Northville Industries Corp.). Permit issued to: Northville Industries Corp., 425 Broad Hollow Road, Melville, New York 11746.</p> <p>Date: 02/12/1973</p>
42	2603A	<p>Install two (2) submarine oil pipe lines in Arthur Kill between Kreischerville, Staten Island, New York and Port Reading, New Jersey. Permit issued to: Defense Plant Corporation, c/o War Emergency Pipeline, Inc., P. O. Box 271, Plainfield, New Jersey.</p> <p>Date: 03/02/1944</p>

43	Arthur Kill 180/111 180-1-114	Relay your submarine oil pipe lines, across Arthur Kill, New York and New Jersey Channels, at Linden, New Jersey, at a point 11.5 miles above the mouth,U.S. Engineer Office, Second Dist., New York, Oct. 6, 1936, A.K. 180/105. Permit issued to: Standard Oil Company of New Jersey, 26 Broadway, New York, N.Y. Date: 10/31/1936
44		Install a 6-inch pipe line in a trench with top of pipe at a minimum depth of 42 feet below mean low water between channel lines in Arthur Kill and Piles Creek, between Gulfport, Staten Island, New York, and the City of Linden, Union County, and file marked 800.6 (Arthur Kill-Tide-Water Pipe Co., Ltd.-Sub.Pipe Line). Permit issued to: The Tide-Water Pipe Company, Ltd., 54 Boylston Street, Bradford, PA. Date: 09/24/1945
45		Dredge to a depth of twelve (12) feet below mean low water; the dredged material to be disposed of at an approved Government dumping ground under a permit to be obtained from the Supervisor of New York Harbor; in Arthur Kill, at Richmond County, Staten Island, N.Y., 1507-24 (Arthur Kill-Texas Eastern Cryogenic, Inc.-dredge @ Prall's Island). Permit issued to: Texas Eastern Cryogenic, Inc., P.O. Box 1612, Texas Eastern Building, Shreveport, Louisiana 71102. Date: 07/18/1968

46		<p>Install eleven (11) submarine cables in a trench, in Arthur Kill, between the Borough of Carteret, Middlesex County, New Jersey, and Travis, Staten Island, New York, 800.6 (Arthur Kill-N.J. Bell Telephone C-11 Subcables). Permit issued to: New Jersey Bell Telephone Company, 540 Broad Street, Newark 1, N.J.</p> <p>Date: 11/21/1955</p>
47	16017	<p>Install two steel pipelines, each 30 inches in diameter at a depth of approximately 20 feet below the bottom of the federal channel in the Arthur Kill at Linden, Union County, N.J. Permit issued to: Cogen Technologies Linden Ventures LTD. Partnership, 1600 Smith St., Suite 5000, Houston, TX 77002.</p> <p>Date: 02/08/1994</p>
48	402	<p>War Emergency Pipe Lines in Arthur Kill between Kreischerville and Port Reading. Install a submarine oil pipe line in Arthur Kill between Kreischerville, Staten Island, New York, and Port Reading, New Jersey. The file number of the permit is: Permits 4129/5.</p> <p>Date: 05/22/1945</p>

49		<p>Install an 8" submarine pipe line at a depth of 47 feet below mean low water, within the Federal project channel limit lines; across Arthur Kill, approximately 1,000 feet downstream of Goethals Bridge, between Staten Island, New York, and the City of Linden, Union County, New Jersey, 800.6 (Arthur Kill-TIDE-WATER PIPE CO., LTD-Sub pipe line @ Staten Island, N.Y. & Linden, N.J.). Permit issued to: The Tide-Water Pipe Company, Limited, 17 Battery Place, New York 4, N.Y.</p> <p>Date: 02/01/1957</p>
50		<p>Install two (2) 8-inch and one (1) 12-inch permanent pipe lines in an existing trench at a depth of forth-seven (47) feet below mean low water, and to install two (2) temporary 8-inch pipe lines, to be removed when the permanent lines have been installed, in Arthur Kill, between Bayway, County of Union, New Jersey, and the Borough of Richmond, Staten Island, N.Y., 800-6 (Arthur Kill-Esso Standard Oil Co-Pipe lines @ Staten Island, N.Y. Elizabeth, N.J.</p> <p>Date: 11/26/1956</p>
51	2603	<p>Laying of a 10-inch pipe line parallel to and on the west side of the existing pipe line in Arthur Kill at a point near Port Reading, New Jersey, was completed on 21 April 1944. Permit issued to: War Emergency Pipelines, Inc., P. O. Box 271, Plainfield, N.J.</p> <p>Date: 04/28/1944</p>

52	95-04860	<p>Install approximately 5,500 linear feet of buried 12-inch diameter petroleum products pipeline to replace an existing pipeline which will be abandoned in-place in Arthur Kill between Township of Woodbridge, Middlesex County, New Jersey and Borough of Staten Island, Richmond County, New York, 1145-2-303b (Arthur Kill - Colonial Pipeline Company - Pipeline). Permit issued to: Colonial Pipeline Company, P. O. Box 18855, Atlanta, GA 31126-0855.</p> <p>Date: 07/18/1995</p>
53		<p>Install a 12-inch diameter pipe line, in Arthur Kill, between Staten Island, New York, and Elizabeth, New Jersey, and marked: 800.6 (Arthur Kill-Esso Standard Oil Co.-Pipe line). Permit issued to: Esso Standard Oil Company, 15 West 51st Street, New York 19, N.Y.</p> <p>Date: 10/06/1952</p>
54	7436	<p>Install three (3) aerial cables Piles Creek, Arthur Kill Linden Union County, NJ. Permit issued to: Public Service Electric & Gas.</p>
55		<p>12 inch diameter petroleum pipeline, Arthur Kill across Piles/Winans Creek near Linden, Union County, N.J. Permit issued to: Sohio Pipe Line Company.</p>
56	176	<p>5-8 inch pipelines from Morses Creek, Linden, Union County, NJ to Gulfport Reach, Staten Island. Permit issued to: Standard Oil Company.</p> <p>Date: 12/20/1912</p>

57		<p>Replace existing 12 inch pipe with a 16 inch pipe 42 feet below mean water in Arthur Kill, between Linden, N.J. and Gulfport, Staten Island. Permit issued to: Texas Eastern Transmission Corporation.</p> <p>Date: 06/09/1950</p>
58		<p>26 inch diameter pipeline installed 29 feet below mean water between Linden, N.J. and Merrill's Creek, Staten Island in the vicinity of Prall's Island. Permit issued to: Construction Aggregates Corporation.</p> <p>Date: 11/02/1967</p>
59		<p>6-8 inch diameter pipelines installed between Morse Creek, Linden, N.J., and Gulfport Reach, Staten Island, NY. Permit issued to: The Tide-Water Pipe Company, Ltd.</p> <p>Date: 8/15/1913</p>
60		<p>1-12-3/4 inch diameter pipeline extending from a point near Linden, New Jersey, designated as Woods Avenue Junction across to Gulfport, Staten Island, NY including a crossing of the Arthur Kill, to the Gulf Refining Company. Permit issued to: The Texas Pipeline Company.</p> <p>Date: 4/26/1955</p>

61	8881	<p>An outfall sewer extending 300 feet offshore of the mean high water line terminating as a 11'6" by 9'4" box culvert with an invert elevation of 1.57 ft. above mean low water in Arthur Kill at Arthur Kill Road, Rossville, Staten Island, Richmond County, New York. Permit issued to: Kaufman & Broad Homes, Inc.</p> <p>Date: 7/10/1973</p>
62	79-277	<p>Install a 6 inch thick concrete filled nylon tube mat over in existing 12 inch diameter petroleum pipeline crossing at a minimum depth of 39 feet below the plans of Mean Low Water to maintain adequate cover over the common carrier pipe at one mile south of the Goethals Bridge, Gulfport, Staten Island, N.Y. to Linden, N.J. Permit issued to: Sohio Pipe Line Company.</p> <p>Date: 7/17/1981</p>
63	9236	<p>Install steel reinforcement of an existing pipeway at Sewaren plant, Middlesex County, New jersey, 23 new concrete filled pilings. Permit issued to: Shell Oil Company.</p> <p>Date: 4/29/1978</p>
64		<p>One (1) 26 inch high pressure natural gas pipeline that crosses the Arthur Kill at a location of 600 feet north of the northern bank of Piles Creek, Union County, New Jersey at an approximate depth of 50 feet below MLW to Staten Island, Richmond County, NY. Owner: Williams-Transco.</p>

f. CHANNEL TRAFFIC. Vessel traffic in the Arthur Kill Reach of the New York and New Jersey Channels project vicinity is heavy. Traffic consists of bulk and general cargo

freighters, tank vessels, tows of scows and barges, and miscellaneous small craft. Vessel traffic may cause some delay to the dredging required in these specifications.

- g. OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the area free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the secretary of the army in accordance with the provisions of section 7 of the Rivers and Harbors Act in such manner as to obstruct navigation as little as possible, and in case the contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.
- h. NAVIGATION AIDS. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aids to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 15 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.
- i. LOCATION. The site of the work to be performed under these specifications is the Arthur Kill Reach of the New York and New Jersey Channels located between the Outerbridge Crossing, river mile 14, extending to the Gulfport Reach, river mile 23.
- j. LAYING OF SUBMERGED PIPELINES AND OBSTRUCTIONS OF CHANNEL. Should it become necessary in the performance of this contract to close a channel to lay submerged pipeline across a navigable channel, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing to be received in the District office at least ten working days prior to the desired closure date. This notification shall furnish the following:

- (1) Location (Channel Centerline Stationing) and depth (above the top of the pipeline) at which the submerged line will be placed;
- (2) The desired length of time the channel is to be closed for installation of the pipeline;
- (3) The date and hour placement or removal will commence;
- (4) The date and hour of anticipated completion; and
- (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS.

- k. BRIDGE-TO-BRIDGE RADIO-TELEPHONE EQUIPMENT. In order that radio-telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio-telephone equipment on VHF Channel 13 (156.65 MHz with low power output having a communication range of approximately ten (10) miles). The Federal Communication Commission has approved the frequency.

7. TIME EXTENSIONS (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

8. LAYOUT OF WORK (APRIL 1984)

The Government will provide the basic horizontal control data (coordinated triangulation stations) in the area. The Contractor shall compute and establish in the field all range points required for the proper discharge of his functions. The Contractor shall be responsible for the accuracy of the range points and its computations. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers, tide staffs and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and grades as required or indicated by the Contracting Officer or his representative. It shall be the responsibility of the Contractor to maintain and preserve all established stakes, markers...etc.

Contractor shall contact the New York District Survey Section at (212) 264-0180 or at (212) 264-0181 for any future reference to horizontal control data.

9. DATUM AND BENCH MARKS The plane of reference of mean low water as used in these specifications is that determined by the following benchmark and tide gauges:

1. DESIGNATION: D 37

PID: KV0199

STATE/COUNTY: NJ/MIDDLESEX

USGS QUAD: PERTH AMBOY (1982)

HORIZONTAL DATUM: NAD 83

POSITION: 40 ° 32' 51" North, 74° 15' 34" West

ELEVATION: 40.23 NGVD 1929

BENCH MARK STAMPING/CLASSIFICATION: D 37 1952 is a Bench Mark Disk set in a massive structure 1.6 miles north from Perth Amboy, about 1.65 miles north along State Street from its underpass under Outer Bridge at Perth Amboy, in the top of the northeast end of the State Street overpass over the New York and Long Branch Railroad, 30 feet east of center line of street and about 4 feet below level of street.

AGENCY: Described by Coast and Geodetic Survey in 1952

2. **DESIGNATION:** J 37
PID: KV0210
STATE/COUNTY: NJ/MIDDLESEX
USGS QUAD: ARTHUR KILL (1982)
HORIZONTAL DATUM: NAD 83
POSITION: 40 ° 34' 42" North, 74° 12' 51" West
ELEVATION: 12.81 NGVD 1929
BENCH MARK STAMPING/CLASSIFICATION: J 37 1952 is a Bench Mark Disk set in a massive structure at Carteret, about 0.5 mile northeast along Roosevelt Avenue from the Columbus School, set vertically in the southeast face at east corner of Benjamin Moore warehouse, 1 foot southwest of east corner of building, 54 feet northwest of center line of Roosevelt Avenue and about 2 feet above black top apron around building.
AGENCY: Described by Coast and Geodetic Survey in 1952
3. **DESIGNATION:** L 37
PID: KV0223
STATE/COUNTY: NJ/UNION
USGS QUAD: ARTHUR KILL (1982)
HORIZONTAL DATUM: NAD 83
POSITION: 40 ° 36' 17" North, 74° 12' 31" West
ELEVATION: 8.37 NGVD 1929
BENCH MARK STAMPING/CLASSIFICATION: L 37 1952 is a Bench Mark Disk set in a light structure, about 0.7 mile south along the Sound Shore Railroad from the Post Office at Grasselli, about 0.7 mile north of a bridge over Rahway River and the Union-Middlesex County Line, at a private road crossing, at the Sinclair Oil Company Storage Tanks, set in the top of the northeast corner of a 6 by 10-foot concrete slab, 72 feet west of west rail of main track, 13 feet northwest of center line of private road which crosses track, 75 northeast and across a black top road from the northeast face of storage tank No. 8, 33 feet north of center line of black top road, about level with track.
AGENCY: Described by Coast and Geodetic Survey in 1952
4. **DESIGNATION:** P 37
PID: KV0227
STATE/COUNTY: NJ/UNION
USGS QUAD: Elizabeth (1982)

HORIZONTAL DATUM: NAD 83

POSITION: 40 ° 38' 16" North, 74° 12' 01" West

ELEVATION: 12.10 NGVD 1929

BENCH MARK STAMPING/CLASSIFICATION: P 37 1952 is a Bench Mark Disk set in a massive structure, at Elizabethport, along South Front Street, in the top of the concrete foundation of the southwest column of the first Goethals Bridge pier northwest of South Front Street, 1 1/2 Feet north of the corner of the foundation and 3 feet above the ground.

AGENCY: Described by Coast and Geodetic Survey in 1952

The horizontal coordinates for all four (4) benchmarks were scaled from a topographic map and have an estimated accuracy of +/- 6 seconds. The orthometric height was determined by differential leveling and adjusted by the National Geodetic Survey in June 1991.

The orthometric height for all (4) benchmarks were determined by differential leveling and adjusted by the National Geodetic Survey in June 1991.

The contractor may contact the New York District Survey Section at (212) 264-0180/0181 for assistance in establishing the location of the bench marks and the tide gages.

10. ESTIMATED QUANTITIES

The total estimated quantities of material necessary to be removed from the specified limits to complete the work described in this specifications are computed from the volume computations of the condition survey performed in the project area in March 2002.

These volumes were computed as follows:

Channel to Grade	62,540
Channel Overdepth	40,275
Slope to Grade	74,795
<u>Slope Overdepth</u>	<u>26,405</u>

Total Available 204,015 CY

Estimated Contract Quantity: 204,015 CY including options if exercised.

Distribution of Base Work and Optional Areas:

SECTION	GRADE (CHANNEL PLUS SIDE SLOPES)	OVERDEPTH (CHANNEL PLUS SIDE SLOPES)
BASE WORK**	33,290 CY	11,545 CY
OPTION 1	1,760 CY	6,365 CY
OPTION 2	1,645 CY	5,965 CY
OPTION 3	3,575 CY	220 CY
OPTION 4	34,645 CY	6,120 CY
OPTION 5	28,995 CY	13,475 CY
OPTION 6	980 CY	1,630 CY
OPTION 7	2,315 CY	1,360 CY
OPTION 8	420 CY	825 CY
OPTION 9	4,690 CY	1,480 CY
OPTION 10	2,760 CY	3,325 CY
OPTION 11	1,405 CY	1,060 CY
OPTION 12	1,865 CY	3,785 CY
OPTION 13	13,070 CY	2,750 CY
OPTION 14	1,605 CY	5,630 CY
OPTION 15	1,770 CY	1,590 CY
OPTION 16	1,250 CY	850 CY

**BASE WORK - See Contract Drawings (pages 6, 14 and 16).

The Government will survey the project prior to starting work.

Above estimated quantities were computed from the data shown on the contract drawings. The quantities that may be removed and paid for will be computed by the Triangulated Irregular Network (TIN) method or average end area method as indicated in the Technical Specifications, Section 01200, paragraph 12 entitled "MEASUREMENT AND PAYMENT."

11. VARIATION IN ESTIMATED QUANTITIES - DREDGING (JAN 1985)

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the

required dredging prism varies more than fifteen percent (15%) above or below the stated estimated quantity within the required dredging prism, an equitable adjustment in the contract unit price will be made upon the demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. An adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. (EFARS 52.2/9110(1))

12. HEAD PROTECTION (HARD HATS)

THE ENTIRE WORK SITE UNDER THIS CONTRACT IS DESIGNATED AS A HARD HAT AREA. The Contractor shall post the area in accordance with the requirements of paragraph 07.C.03, EM 325-1-1, and shall ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (DO 385-1-3 4 Nov. 77)

13. SIGNAL LIGHTS (FEB 1983)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no light signals can be displayed. Vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CAR 81 App. A-72 COLREGS, Part C), vessels in inland waters (33-CFR 93.18 - 93.31a), and vessels in western rivers (33 CFR 95.5.51 - 95.70)), as applicable. (DAEN-PRP Ind dtd. 12 Sep. 83)

14. REVERSE SIGNAL ALARM

- a. All construction equipment, except light service trucks, panels, pickup trucks, station wagons, crawler-type cranes,

power shovels and draglines, whether moving alone or in combination shall be equipped with reverse signal alarms. The alarm shall be mounted on the rear of the equipment and shall be protected or constructed as to withstand severe wear and tear, adverse weather and unfavorable environmental working conditions and shall be certified by the manufacturer to fully meet the following performance standards.

- b. The alarm shall produce a relatively pure tone which shall peak within the American National Stds. Inst. standard octave pass band of 600 to 2400 cycles per second and shall produce a 0.2 to 0.5 second audible warning within the initial three (3) feet of backward movement of the vehicle on which it is mounted and at regular intervals, not to exceed three (3) seconds throughout the backward movement. The alarm shall automatically stop when backward movement ceases. The sound intensity of the alarm shall range from and not exceed 90-100 db (decibels) at a horizontal distance of five feet from the alarm.
- c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his Representative or his representative.
- d. The use of the alarm shall be in the addition to prescribed requirements for signalmen.

15. FLOATING PIPELINES

Floating pipelines, used as access ways, shall be equipped with walkways and guardrails. In accordance with EM 385-1-1, the walkway shall be securely anchored to the pipeline and a guardrail equivalent in strength to a wood rail 2 in. x 4 in. shall be provided on at least one side of the walkway and shall be secured to uprights at intervals of not more than 8 feet and

of not less than 36 inches, nor more than 42 inches in height above the walkway. Floating pipelines not equipped with walkways shall be barricaded to positively prevent personal access.

16. MISPLACED MATERIAL (JAN 1965)

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer and/or his Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer and/or his Representative or inspector, and when required shall mark or buoy such obstruction until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and/or his Representative, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 USC. 410 et seq.) (DOD FARS SUPPL. 52.236-7006).

17. CONTINUITY OF WORK (APR 1965)

No payment will be made for work done in any area designated by the Contracting Officer and/or his Representative until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock; nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer or Contracting Officer's Representative. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed. (EFARS 52.2/9110(C))

18. FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)

- a. As soon as practicable after the completion of the Basic Work area, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dredging at the contract rate for dredging or by other method approved by the contracting officer, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$1,850 except on Saturday, Sunday and Holidays when the rate shall be \$2,125.
- b. As soon as practicable after the completion of additional Option areas, if exercised, in increments when the additional quantity removed from Options Work has reached approximately 50,000 cubic yards and dredging of the shoals involved in the incremental 50,000 cubic yards has been completed, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dredging at the contract rate for dredging or by other method approved by the contracting officer, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by

the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$1,850 except on Saturday, Sunday and Holidays when the rate shall be \$2,125.

- c. Final acceptance of the whole or a part of the Basic Work area and each additional Option area and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.
- d. The area within the contract limits of the Basic Contract Work and each additional Option Area will be surveyed for final examination and acceptance.

19. SHOALING (APR 1965)

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at the contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer and/or his Representative.

20. INSPECTION (APR 1965)

The inspectors will assess whether the gauges, ranges, location marks and limit marks are maintained in proper order; but the presence of the inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

- a. To furnish, on the request of the Contracting Officer and/or his Representative or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause H-18, entitled: "Final Examination and Acceptance."
- b. To furnish, on the request of the Contracting Officer or the Contracting Officer's Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the placement area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

21. ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

The Contractor shall furnish regularly to Government inspectors onboard the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer and/or his Representative; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. In addition, the Contractor shall provide a suitable sleeping area for use by the Government inspector when weather or sea conditions preclude safe transfer to shore. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the

Contracting Officer and/or his Representative will secure the facilities referred to above, and the cost thereof will be deducted from payments to the Contractor.

22. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN OCE)

- a. Allowable costs for construction of marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provision of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I.

Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

- b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repairs and overhaul are unallowable.

- c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current. (EFARS 52.2/9108(f))

23. FUEL USAGE

The Contractor shall furnish the Contracting Officer and/or his Representative a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant, supporting vessels, and other construction equipments. The report shall list the quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month.

24. OIL TRANSFER OPERATIONS

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (See Attachment F of Section 00900 for regulation on "Oil and Hazardous Material Transfer Operations" - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter O, Pollution. The Contractor shall incorporate in the accident prevention program (Section 01351, paragraph 3), submitted in compliance with Section 00700, contract clause "ACCIDENT PREVENTION," sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP-1/81)

25. WAGE RATES

The attached schedule of wage rates contains rates applicable to all work under this contract (see Section 00900, Attachment B).

26. LABOR-ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

27. NOTICE TO MARINERS

The Contractor shall, prior to commencement of work, notify the 3rd Coast Guard District, Aids to Navigation Officer, of his proposed operations including location and duration of operations and request that the information be published in the "Notice to Mariners." This notification must be in sufficient time so that it appears in the Notice at least **15 days** prior to the commencement of the dredging operation.

28. ENVIRONMENTAL LITIGATION (1974 NOV OCE)

- a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer and/or his Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer and/or his Representative in the administration of this contract under the terms of Section I, contract clause entitled "SUSPENSION OF WORK." The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.
- b. The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly

considered, either substantively or procedurally, the effect of the work on the environment. (EFARS 52.2/9109 (j))

29. NOISE LEVEL CRITERIA

Maximum sound pressure levels measured at the booster pumps, engine generators and vehicles including muffler and exhaust components, shall not exceed decibel values prescribed by Federal, State and local codes and regulations. The foregoing applies with the pumps under normal operating conditions at not less than 50% full rated load. Test will be performed at no additional cost to the Government by the Contractor, or the pump engine and generator manufacturer or by an approved testing agency having proven capability in noise measurements and using approved measurement equipment and acceptable measurement procedures. Test data will be submitted to the Contracting Officer for approval 5 days after the commencement of dredging operations. Should the sound pressure (noise) level test data indicate a need for sound reduction, the Contractor will provide necessary enclosures, baffles or any other appropriate means around booster pumps and engine generators including muffler and exhaust components, so as to attain noise levels which do not exceed those prescribed by aforementioned regulations. Details of the proposed enclosure or baffling arrangement shall be submitted to the Contracting Officer for approval. Such details will be accomplished by calculations, which indicate anticipated compliance of sound pressure (noise) levels with codes and regulations noted herein before. All this is especially enforceable where these booster and engine generators locations are in bathing areas.

30. CERF IMPLEMENTATION (83 JUN 1 OCE)

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps of Engineers. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer and/or his Representative is notified of the decision to activate the dredge(s) into the CERF, he shall take appropriate action to

release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contract shall also be subject to the following condition:

- a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.
- b. The Chief of Engineers may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.
- c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer and/or his Representative will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.
- d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer and/or his Representative. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredges(s).
- e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement. (EFARS 52.2/9112)

31. THE SEAGOING BARGE ACT (46 USC 395 ET SEQ.)

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast

Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer and/or his Representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

32. PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)

- a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.
- b. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be maintained as part of the official record. Performance Evaluation Reports will be available to all DOD contracting offices for their future use in determining Contractor responsibility, in compliance with FAR 36.201 (c). (DEAN-PRP Ltr dtd 30 Apr 84)

33. PRICING OF ADJUSTMENTS (APR 1984)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and the DOD FAR Supplement in effect on the date of this contract (DOD FAR SUPP 52.243.7001) costs shall be in accordance with Part 31 of the Federal Acquisition Regulation.

34. PRECONSTRUCTION CONFERENCE

A preconstruction conference will be arranged by the Contracting Officer and/or his Representative after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed (see Section 00900, Attachment G).

The contractor shall bring to this conference the following items in either completed or draft form:

- a. The Contractor's order of work for dredging and performing other work, including disposal area plan.
- b. Accident Prevention Plan (advance copies required, see Section 01351) including the Hazard Analysis as per Section 01351.
- c. Quality Control Plan (see Section 01451).
- d. Letter appointing Superintendent.
- e. List of subcontractors

35. BID GUARANTEE

- a. The offeror (bidder) shall furnish a separate bid bond, or United States bonds, Treasury notes or other public debt obligation of the United States, in the proper amount, by the time set for opening of bids. Failure to do so may be cause for rejection of the bid. The Contracting Officer and/or his Representative will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- b. If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as

required by the solicitation within the time specified, the Contracting Officer and/or his Representative may terminate the contract for default.

- c. Unless otherwise specified in the bid, the bidder will (1) allow the number of days as indicated in paragraph 13D of Standard Form 1442 for acceptance of its bid and (2) give bond within 5 days after receipt of the forms by the bidder.
- d. In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid. The bid bond, or bonds or notes of the United States, is available to offset the difference.

36. QUANTITY SURVEYS

- a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- b. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer and/or his Representative, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer and/or his Representative. (FAR 52.236-16)
- d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):

- (1) The Government will perform quantity surveys by using qualified in-house crews, if available.
- (2) The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.
- (3) The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determine that such surveys are adequate and reasonable for payment purposes.

If it is determined by the Contracting Officer that it is impractical for Government personnel to perform the original and final surveys and the Government wishes the Contractor's surveys to be used, the following will be required from the Contractor:

- (a) Acceptance of all monumentation and transponder locations.
 - (b) Witness by a Corps of Engineers representative of all calibration procedures such as vertical and horizontal control.
 - (c) Corps of Engineers observation of raw data collection.
 - (d) Submittal of both unedited as well as edited versions of survey maps.
 - (e) Subsequent acceptance of edited survey map after determination by Corps survey personnel that editing was conducted in accordance with U.S. Army Corps of Engineers specifications and guidelines. (FAR 52.236-16 - ALTERNATE I, APR 1984)
- e. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. Any disagreements with the data collection process shall immediately be brought to the attention of the Contracting Officer or his representative who will determine the necessary corrective measures, if any. **Failure to be**

present during the survey data collection disqualifies the Contractor from any such related claims.

37. SAFETY SIGN

The Contractor shall construct a safety sign at a location directed by the Contracting Officer and/or his Representative. The sign shall be 6 feet by 4 feet and shall conform to the requirements as specified in Section 00900, Attachment E, Project Identification and Safety Signs. The Corps of Engineers castle logo (an 8.5" x 11" red decal) to be used on the sign will be Government furnished. **The Contractor will be given this logo at the time of the preconstruction conference.**

The decal shall receive a thin coat of clear spar varnish after application. The sign shall be erected as soon as possible and within 5 calendar days after the date of the receipt of the Notice to Proceed. The data required by the sign shall be corrected daily. No separate payment will be made for erecting and maintaining the safety sign and all costs in connection therewith will be considered the obligation of the contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

38. PROJECT SIGN

The Contractor shall furnish and erect a project sign at a location directed by the Contracting Officer or Contracting Officer's Representative. The project sign shall conform with all requirements as specified in Section 00900, Attachment E, Project Identification and Safety Signs. The Corps of Engineers' castle logo and other logos (8.5" x 11") to be used on the sign will be Government furnished. **The Contractor will be given these logos at the time of the preconstruction conference.**

The decal(s) shall receive a thin coat of clear spar varnish after application. The Contractor shall maintain the sign in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the project sign, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

39. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer and/or his Representative a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

40. SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the contract provisions, the Contractor shall, within five (5) days after receipt of Notice to Proceed by him or as otherwise determined by the Contracting Officer and/or his Representative, submit for approval a practicable progress schedule. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature of operation (Eng. Form 2454 or an acceptable equivalent -e.g., computer-generated from a commercially-available project management software package). The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of the receipt of the Notice to Proceed and indicating calendar days to completion. Each activity in construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer and/or his Representative. The terms of Section 00700, Contract Clause entitled: SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that

these dates will not be met. Neither on the chart nor on the periodic charts which the Contractor is required to prepare and submit, as described in paragraph, SCHEDULES FOR CONSTRUCTION CONTRACTS of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer and/or his Representative of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Section 00700, Contract Clause entitled: "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." The making of such an allowance will be contingent upon a determination by the Contracting Officer and/or his Representative that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

When the contractor submits his progress schedule, he will include in the submission a progress curve reflecting the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis. The progress curve will be furnished at the same time the progress schedule is submitted for approval and updated monthly by the Contractor.

41. SPECIAL PROHIBITION ON EMPLOYMENT

- a. Definitions: "Arising out of a contract with the Department of Defense," as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department or component of the Department of Defense.
- b. "Convictions of fraud or any other felony," as used in this clause, means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.
- c. Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other

felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the board of directors of any defense contractor, for a period, as determined by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly employing a person under a prohibition or allowing such person to serve on their board of directors.

- d. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than (1) year from the date of conviction.
- e. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other available remedies, such as suspension or debarment and may direct the cancellation of this contract at no cost to the Government, or terminate this contract for default.
- f. The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

42. SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965)

- a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses entitled: "Superintendence by the Contractor."

- (1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
- (2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

43. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

- a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved

breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in paragraph "c". For purposes of payment a "proper invoice" is defined as the following:

- (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
- (2) A properly completed ENG Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

- (4) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

- c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be notified at the preconstruction conference. In addition, the contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a Form to the Project Engineer.
- d. The Government representative shall return any request for payment, which is deemed defective within 7 days of receipt and shall specify the defects. Telephone calls with MFR or E-mail notification of the Contractor about the defective invoice shall be considered sufficient notice to the Contractor. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and ENG Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.
- e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause entitled: "Payments Under Fixed-Price Construction Contracts" and process the payment accordingly. In this event, "a proper

invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the contractor in accordance with the following time frames:

- (1) Progress Payments. From the date a "Proper invoice" is received, in accordance with subparagraphs "b" and "d" of this clause, the Government will issue a check within 14 calendar days.
- (2) Reduction in Retaining Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.
- (3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

44. SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. Claims referencing or mentioning the Contract Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide The Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

45. SAFETY REQUIREMENTS FOR OPERATIONS ADJACENT TO POWER LINES.

When it is necessary to transport or operate machinery or equipment under or adjacent to overhead power lines, the requirements of paragraph 11.E - OPERATING ADJACENT TO OVERHEAD LINES, in the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual" and referred to in the Accident Prevention Provision of General Provisions, shall govern.

46. CRANE AND DRAGLINE SAFETY REQUIREMENTS

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All crane operators must meet the EM 385-1-1 qualification requirements.

47. OPERATOR QUALIFICATIONS FOR FLOATING CRANES AND FLOATING DERRICKS (SAFETY AND HEALTH REQUIREMENT, EM385-1-1, SECTION 16.C)

All floating cranes and floating derricks may be only operated by qualified operators. Operators shall be designated as qualified by a source which qualifies crane and derrick operators (e.g. an independent testing and qualifying company, a union, a

governmental agency, a qualified consultant (can be an in-house resource)). Qualification shall be written (or oral) and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification of crane and derrick operators shall be provided to the Contracting Officer's representative prior to the start of work.

48. ACCIDENT PREVENTION PLAN

The Contractor is required to submit to the Contracting Officer or Contracting Officer Representative an accident prevention plan at the preconstruction conference. The accident prevention plan must be in accordance with all federal safety standards as specified in EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual". Guidelines For Preparation Of The Accident Prevention Plan are located in Section 0900, Attachment H.

49. ALTERATIONS IN CONTRACT (APR 1984)

Portions of the contract are altered as follows:

- a. Add the following sentence to paragraph "a" of Section 00700, Contract Clause: Insurance - Work on a Government Installation: "Insurance Coverage shall be as specified in 28.307 of the Federal Acquisition Regulation".
- b. The following clause is incorporated as part of the contract:
"By entering into this contract, the Contractor certifies that neither it, nor any person or firm who has an interest in the Contractor's firm, is a person, or firm ineligible in accordance with FAR subpart "9.4" (DEAN-PRP EFAR Acquisition Letter 85-1 dated 11 Sept 85)

50. CONTINUING CONTRACTS (1985 JAN HQ USACE)

- a. This is a continuing contract, as authorized by Section 10 of the Rivers and Harbors Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservation of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contract provisions of the "Payments to Contractor" clause or any other clause of this contract.

b. (1) The sum of \$100.00 has been reserved for this contract and will be obligated as needed to the Contractor for payments during the 2002 fiscal year. It is expected that Congress will make appropriations for the 2003 fiscal year from which additional funds will be reserved for this contract.

(2) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under terms of this contract except as specifically provided in paragraphs (d) and (e) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due to a failure to reserve sufficient additional funds therefore.

c. (1) The Government may at any time reserve additional funds for payments under the contract if there are available funds for such a purpose. The Contracting Officer will promptly notify the Contractor of any change order to the contract.

(2) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 days or more than 60 days prior to the estimated date of exhaustion.

d. (1) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed for the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 83 STAT 97, for the

Renegotiation Board, as in effect on the first day of the delay in such payment.

(2) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(3) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds of the reasonable anticipation of exhaustion of funds.

e. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having terminated. Such a termination shall be considered a termination for the convenience of the Government.

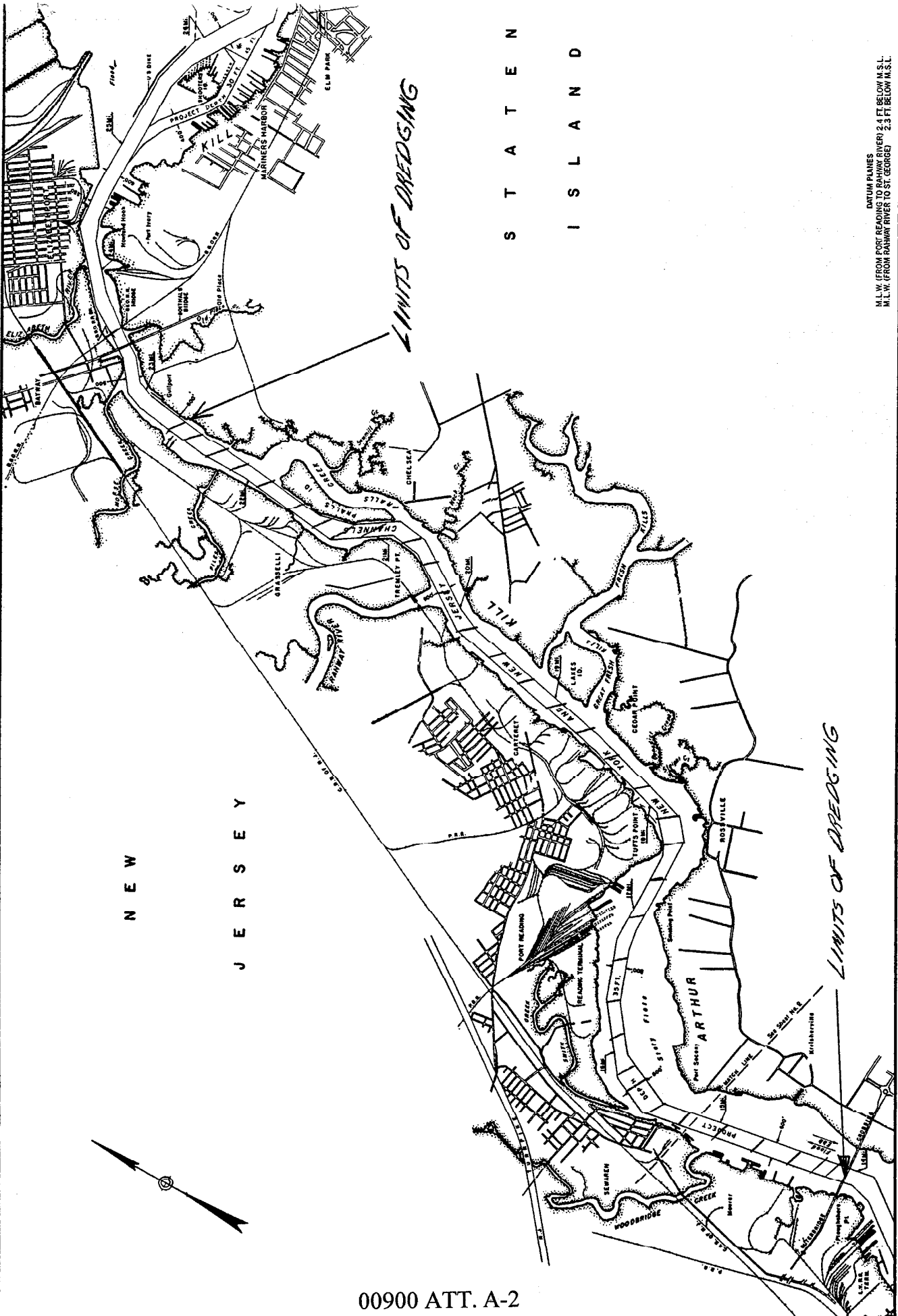
f. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due to the Contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

SECTION 00900

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
A	REFERENCE MAP AND DRAWINGS
B	WAGE RATES
C	DAILY CONSTRUCTION QUALITY CONTROL REPORT
D	PERMITS: NEW YORK STATE WATER QUALITY CERTIFICATE (TO BE PROVIDED) NEW JERSEY STATE WATER QUALITY CERTIFICATION (TO BE PROVIDED)
E	PROJECT IDENTIFICATION AND SAFETY SIGNS
F	33 CFR 156, OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS
G	SUBMITTAL REGISTER (ENG. FORM 4288)
H	GUIDELINES FOR PREPARING THE ACCIDENT PREVENTION PLAN
I	DAILY REPORT OF OPERATIONS (ENG. FORM 4267)
J	USACE TRANSPORTATION AND PLACEMENT LOG



DATUM PLANES
 M.L.W. (FROM PORT READING TO RAHWAY RIVER) 2.4 FT. BELOW M.S.L.
 M.L.W. (FROM RAHWAY RIVER TO ST. GEORGE) 2.3 FT. BELOW M.S.L.

General Decision No: NJ010006 ((Dredging, Statewide)

Modification Number 0

Publication Date: 03/01/02

General Decision No: N020001 ((Dredging, Statewide)

Modification Number 0

Publication Date: 03/01/02

Labor Surplus Area:

Union County, Middlesex Counties - No

Richmond County - Yes

Affirmative Action Requirements:

Female: 6.9%

Minority: 17.3% Union County
5.8 Middlesex County

Richmond County:

For Women

All	6.9%
-----	------

Trade

For Minorities

Electricians	9.0% - 10.2%
Carpenters	27.6% - 32.0%
Steamfitters	12.2% - 13.5%
Metal Lathers	24.6% - 25.6%
Painters	22.8% - 26.0%
Operating Engineers	25.6% - 26.0%

Plumbers	12.0% - 14.5%
Iron Workers (Structural)	25.9% - 32.0%
Elevator Constructors	5.5% - 6.5%
Bricklayers	13.4% - 15.5%
Asbestos Workers	22.8% - 28.0%
Roofers	6.3% - 7.5%
Iron Workers (Ornamental)	22.4% - 23.0%
Cement Masons	23.0% - 27.0%
Glaziers	16.0% - 20.0%
Plasterers	5.8% - 18.0%
Teamsters	22.0% - 22.5%
Boilermakers	3.0% - 15.5%
All Other	16.4% - 17.5%

General Decision Number NY020001
 Superseded General Decision No. NY010001
 State: New York Construction Type:
 DREDGING County(ies):
 STATEWIDE
 New York All dredging, excpt self-propelled hopper dredges,
 on the Atlantic Coast and tributary waters emptying into ther
 Atlantic Ocean.

Modification Number Publication Date
 03/01/2002

COUNTY(ies):
 STATEWIDE

ENGI0025D 10/01/2001

	Rates	Fringes
DIPPER & CLAMSHELL DREDGE:		
Operator	27.45	6.20+a+b
Engineer	24.17	6.20+a+b
Maintenance Engineer	23.07	5.60+a+b

Welder	22.71	5.60+a+b
Mate	21.51	5.60+a+b
Boat Master	22.73	6.20+a+b
Boat Captain	21.66	5.60+a+b
Oiler	18.18	5.00+a+b
Deckhand; Tug Deckhand	17.73	5.00+a+b
Scowman	17.49	5.00+a+b
DRAG BUCKET DREDGE:		
Operator	25.09	6.20+a+b
Engineer	21.41	6.20+a+b
Maintenance Engineer	21.21	5.60+a+b
Mate	19.82	5.60+a+b
Deckhand	16.17	5.00+a+b
HYDRAULIC DREDGES:		
Leverman	26.95	6.20+a+b
Engineer; Derrick Operator	23.64	6.20+a+b
Chief Mate	23.29	6.20+a+b
Chief Welder	23.94	6.20+a+b
Maintenance Engineer	23.07	5.60+a+b
Electrician	22.92	6.20+a+b
Welder Dredge	22.70	5.60+a+b
Spider Barge Operator	22.50	5.60+a+b
Mate	21.51	5.60+a+b
Boat Master	22.72	6.20+a+b
Boat Captain	21.66	5.60+a+b
Steward	21.49	6.20+a+b
Oiler	18.18	5.00+a+b
Deckhand	17.50	5.00+a+b
Tug Deckhand	17.73	5.00+a+b
Shoreman	17.50	5.00+a+b
Assistant Cook	17.61	5.00+a+b
Night Cook	17.61	5.00+a+b
Messman	17.10	5.00+a+b
Janitor/Porter	17.10	5.00+a+b
Fill Placer	23.29	6.20+a+b
Assistant Fill Placer	21.32	6.20+a+b
COMPANY LEAD DREDGEMAN:		
Lead Dredgeman	26.95	6.20+a+b
TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore):		
Tug Master	24.14	6.20+a+b
Tug Captain	23.17	6.20+a+b
Tug Chief Engineer	22.45	5.60+a+b
Tug Engineer	21.99	5.60+a+b
Tug Deckhand	17.73	5.00+a+b
TUG BOATS over 1,000 H.P. (without		

master or captain having license
endorsed for 200 miles off shore):

Tug Master	22.72	6.20+a+b
Tug Captain	21.66	5.60+a+b
Tug Engineer	21.99	5.60+a+b
Tug Deckhand	17.73	5.00+a+b

DRILL BOATS:

Engineer	23.54	6.20+a+b
Blaster	23.81	6.20+a+b
Driller	23.55	6.20+a+b
Welder	23.30	5.60+a+b
Machinist	23.30	5.60+a+b
Tug Master	20.48	6.20+a+b
Tug Captain	19.53	5.60+a+b
Oiler	20.46	5.00+a+b
Tug Deckhand	15.97	5.00+a+b
Core Driller	18.56	5.00+a+b

DIVERS:

Diver	39.98	6.20+a+b
Standby Diver	26.60	6.20+a+b
Tender	30.77	6.20+a+b
Standby Tender	22.11	5.60+a+b

DREDGING PIPELINE CABLE-LAYING:

Leverman	27.56	6.20+a+b
Control Tower Operator	24.35	6.20+a+b
Rigger	18.01	5.00+a+b
Line up Operator, End Prep.	17.43	5.00+a+b
Diver	40.85	6.20+a+b
Diver Tender	25.36	6.20+a+b

ENGINEER:

1st	24.35	6.20+a+b
2nd, 3rd & 4th	24.04	6.20+a+b
Electrician	24.48	6.20+a+b
Electro Hydro Tech.	19.70	5.60+a+b
Tug Master	25.57	6.20+a+b
Tug Captain	22.29	6.20+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day,
Memorial Day, Good Friday, Independence Day,
Labor Day, Veterans' Day, Thanksgiving Day,
and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate
multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

* General Decision Number NJ020006-----

----- General

Decision Number NJ020006

Superseded General Decision No. NJ010006

State: New Jersey Construction Type:

DREDGING County(ies):

STATEWIDE

All Dredging except self propelled hopper dredges, on the Atlantic Coast & tributary waters emptying into the Atlantic Ocean.

Modification Number

0

Publication Date

03/01/2002

COUNTY(ies):

STATEWIDE

ENGI0025D 10/01/2001

	Rates	Fringes
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Operator	27.45	6.20+a+b
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ruling

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U. S. Department of Labor
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Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

Sample

CONTRACTOR'S DAILY CONSTRUCTION QUALITY CONTROL REPORT

CONTRACTOR'S NAME

(address)

DATE: REPORT NO:

Contract No. _____

Description and Location of Work:

WEATHER: (clear) (Partly Cloudy) / (Cloudy) _____ Temperature: Max ____ Min ____

CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY
a. _____
b. _____
c. _____
d. _____

Equipment Data: (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used.)

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractor by letter in Table above.)

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken.)

3. Tests Required by Plans and/or specifications performed and Results of Tests:

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc... With action to be taken.)
5. Job Safety: (Include deficiencies and corrective action taken.)
6. Indicate Equipment and materials Items arrivals at job site. Indicate the compliance or non-compliance of these items with approved shop drawings; the contract plans and specifications; and if storage of the item is required prior to the time of installation; indicate how this storage was provided and whether or not it is adequate.
7. Remarks: (cover any conflicts in plans, specifications, or instructions.)
8. CONTRACTOR'S VERIFICATION: the above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

CONTRACTOR QUALITY CONTROL INSPECTOR

PERMITS:

NEW YORK STATE WATER QUALITY CERTIFICATE

(TO BE PROVIDED)

NEW JERSEY STATE WATER QUALITY CERTIFICATE

(TO BE PROVIDED)

PROJECT IDENTIFICATION SIGN CIVIL PROJECT

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

SAMPLE:

Legend Group 1: One to two-line description of Corps relationship to project
Color: white
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division or District Name (optional, Place below 10.5" Reverse Signature (6" Castle)
Color: white
Typeface: 1.25" Helvetica Regular

Legend Group 3: One-to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One-to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Group 5a-b: One-to-five line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps standards.

(Dimensions are in inches)

Sign Type	Legend	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4' x 4'	HDO-3	48"	WH-RD/BK

Show non-Federal local partner's name and logo - Port Authority of New York and New Jersey

* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.
00900 ATT. E-1

Fabrication and Mounting Guidelines

As Construction Project identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HUU specifications.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

The 2'x4' Communications Red panel (to match PMS-U32) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5"). **

Drill and insert six (6) .375" 1-nuts from the front face of the HUU sign panel. Position holes as shown. Flange of 1-nut to be flush with sign face.

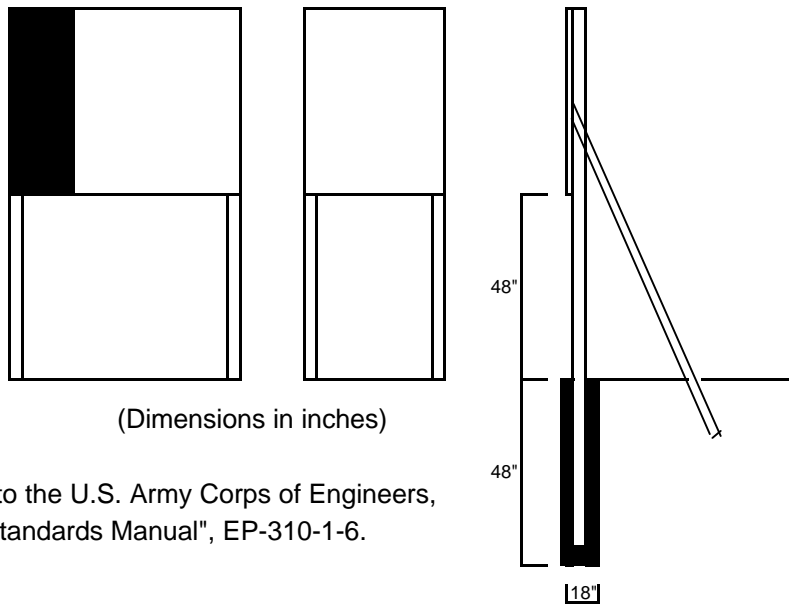
Apply graphic panel to prepared HUU plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with 1-nuts in sign panel. Countersink (.5") back or hole to accept socket head cap screw (4"x.375").

Assemble sign panel and uprights. Embed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require bolting additional 2"x4" struts on inside face of uprights to reinforce installation as shown.

Detailed specifications for HUU plywood panel preparation are provided in Appendix B. **

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.



** Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

Construction Project Sign Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor /A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

SAFETY PERFORMANCE SIGN

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Group 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match FMS 347
Typeface: 3" Helvetica Bold
Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

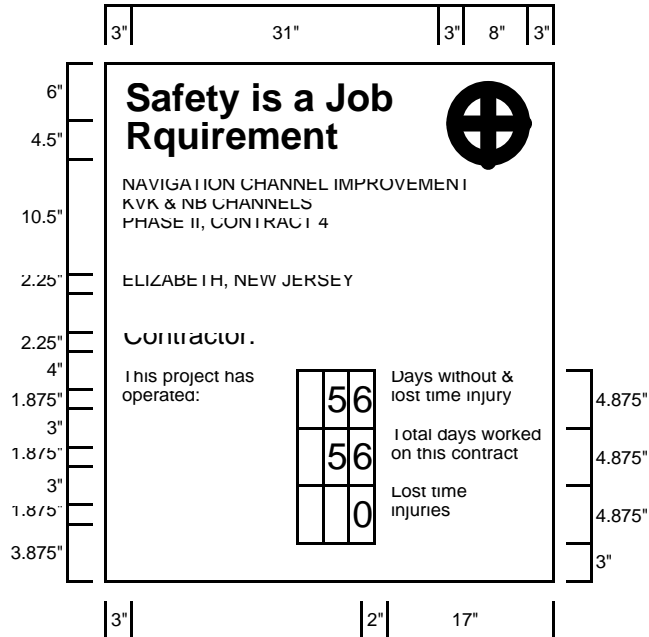
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown.
Color: Black

Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060" aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5"x.5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards.

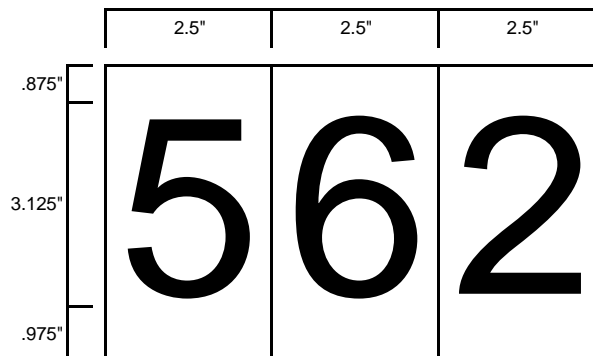


Dimensions inches.

See attached sheet for fabrication and mounting guidelines.

* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

Sign Type	Legend Size	Panel Size	Post Size	Specifications Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	48"	WH/BK-GR



00900 ATT. E-3

[Code of Federal Regulations]
[Title 33, Volume 2, Parts 120 to 199]
[Revised as of July 1, 2000]
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[Page 295-296]

NAVIGABLE WATERS

CHAPTER I--COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED)

PART 154--FACILITIES TRANSFERRING OIL OR HAZARDOUS MATERIAL IN BULK-- Table of Contents

Subpart A--General

Sec. 154.105 Definitions.

As used in this part:

Barrel means a quantity of liquid equal to 42 U.S. gallons.

Boundary Line means any of the lines described in 46 CFR part 7.

Captain of the Port (COTP) means the U.S. Coast Guard officer commanding a Captain of the Port Zone described in Part 3 of this chapter, or that person's authorized representative.

Caretaker Status denotes a facility where all piping, hoses, loading arms, storage tanks, and related equipment in the marine transfer area are completely free of oil or hazardous materials, where these components have been certified as being gas free, where piping, hoses, and loading arms terminating near any body of water have been blanked, and where the facility operator has notified the COTP that the facility will be in caretaker status.

Commandant means the Commandant of the Coast Guard or an authorized representative.

Contiguous Zone means the entire zone established by the United States under Article 24 of the Convention on the Territorial Sea and the

Contiguous Zone, but not extending beyond 12 miles from the baseline from which the breadth of the territorial sea is measured.

District Commander means the officer of the Coast Guard designated by the Commandant to command a Coast Guard District, as described in Part 3 of this chapter or an authorized representative.

Facility means either an onshore or offshore facility, except for an offshore facility operating under the jurisdiction of the Secretary of the Department of Interior, and includes, but is not limited to, structure, equipment, and appurtenances thereto, used or capable of being used to transfer oil or hazardous materials to or from a vessel or public vessel. Also included are facilities that tank clean or strip and any floating structure that is used to support an integral part of the facility's operation. A facility includes federal, state, municipal, and private facilities.

Facility operator means the person who owns, operates, or is responsible for the operation of the facility.

Hazardous material means a liquid material or substance, other than oil or liquefied gases, listed under 46 CFR 153.40 (a), (b), (c), or (e).

Marine transfer area means that part of a waterfront facility handling oil or hazardous materials in bulk between the vessel, or where the vessel moors, and the first manifold or shutoff valve on the pipeline encountered after the pipeline enters the secondary containment required under 40 CFR 112.7 or 49 CFR 195.264 inland of the terminal manifold or loading arm, or, in the absence of secondary containment, to the valve or manifold adjacent to the bulk storage tank, including the entire pier or wharf to which a vessel transferring oil or hazardous materials is moored.

MARPOL 73/78 means the International Convention for the Prevention of Pollution from Ships, 1973 (done at London, November 2, 1973) as modified by the Protocol of 1978 relating to the International Convention for the Prevention of Pollution from Ships, 1973 (done at London, February 17, 1978).

Mobile facility means any facility that can readily change location, such as a tank truck or tank car, other than a vessel or public vessel.

Monitoring device means any fixed or portable sensing device used to monitor for a discharge of oil or hazardous material onto the water, within or around a facility, and designed to notify operating personnel of a discharge of oil or hazardous material.

Officer in Charge, Marine Inspection (OCMI) means the U.S. Coast Guard officer commanding a Marine Inspection Zone described in Part 3 of this chapter, or an authorized representative.

Offshore facility means any facility of any kind located in, on, or under, any of the navigable waters of the United States, and any facility of any kind which is subject to the jurisdiction of the United States and is located in, on, or under any other waters, other than a vessel or a public vessel.

Oil means oil of any kind or in any form, including but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.

Onshore facility means any facility (including, but not limited to, motor vehicles and rolling stock) of any kind located in, on, or under any land within the United States other than submerged land.

Person in charge means an individual designated as a person in charge of transfer operations under Sec. 154.710 (for facilities) or Sec. 155.700 (for vessels) of this chapter.

STCW means the International Convention on Standards of Training, Certification, and Watchkeeping for Seafarers, 1978.

Self-propelled tank vessel means a self-propelled tank vessel other than a tankship.

Tank barge means a non-self-propelled tank vessel.

Tankship means a self-propelled tank vessel constructed or adapted primarily to carry oil or hazardous material in bulk in the cargo

spaces.

Tank vessel means a vessel that is constructed or adapted to carry, or that carries, oil or hazardous material in bulk as cargo or cargo residue, and that--

(a) Is a vessel of the United States;

(b) Operates on the navigable waters of the United States; or

(c) Transfers oil or hazardous material in a port or place subject to the jurisdiction of the United States.

Transfer means any movement of oil or hazardous material to, from, or within a vessel by means of pumping, gravitation, or displacement. A transfer is considered to begin when the person in charge on the transferring vessel or facility and the person in charge on the receiving facility or vessel first meet to begin completing the declaration of inspection as required by Sec. 156.150 of this chapter.

A

transfer is considered to be complete when all the connections for the transfer have been uncoupled and secured with blanks or other closure devices and both of the persons in charge have completed the declaration

of inspection to include the date and time the transfer was complete.

Vessel operator means a person who owns, operates, or is responsible for the operation of a vessel.

[CGD 75-124, 45 FR 7169, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36252, Sept. 4, 1990; CGD 79-116, 60 FR 17141, Apr. 4, 1995; CGD 93-056, 61 FR 41458, Aug. 8, 1996; 62 FR 3610, Jan. 24, 1997; CGD 79-116, 62 FR 25125, May 8, 1997]

[Code of Federal Regulations]

[Title 33, Volume 2, Parts 120 to 199]

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[Page 435-442]

NAVIGABLE WATERS

CHAPTER I--COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED)

PART 156--OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS--Table of Contents

Subpart A--Oil and Hazardous Material Transfer Operations

Sec. 156.100 Applicability.

This **subpart** applies to the transfer of oil or hazardous material on the navigable waters or contiguous zone of the United States to, from, or within each vessel with a capacity of 250 barrels or more; except that, this **subpart** does not apply to transfer operations within a public vessel.

[CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.105 Definitions.

Except as specifically stated in a section, the definitions in Sec. 154.105 of this chapter apply to this **subpart**.

[CGD 90-071a, 59 FR 53291, Oct. 21, 1994]

Sec. 156.107 Alternatives.

(a) The COTP may consider and approve alternative procedures, methods, or equipment standards to be used by a vessel or facility operator in lieu of any requirements in this part if:

(1) Compliance with the requirement is economically or physically impractical;

(2) The vessel or facility operator submits a written request for the alternative at least 30 days before operations under the alternative

are proposed, unless the COTP authorizes a shorter time; and

(3) The alternative provides an equivalent level of safety and protection from pollution by oil or hazardous material, which is documented in the request.

(b) The COTP takes final approval or disapproval action on any alternative requested, in writing, within 30 days of receipt of the request.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.110 Exemptions.

(a) The Assistant Commandant for Marine Safety and Environmental Protection, acting for the Commandant, may grant an exemption or partial exemption from compliance with any requirement in this part, and the District Commander may grant an exemption or partial exemption from compliance with any operating condition or requirement in **subpart C** of this part, if:

(1) The vessel or facility operator submits an application for exemption via the COTP at least 30 days before operations under the exemption are proposed, unless the COTP authorizes a shorter time; and

(2) It is determined, from the application, that:

(i) Compliance with a specific requirement is economically or physically impractical;

(ii) No alternative procedures, methods, or equipment standards exist that would provide an equivalent level of safety and protection from pollution by oil or hazardous material; and

(iii) The likelihood of oil or hazardous material being discharged as a result of the exemption is minimal.

(b) If requested, the applicant must submit any appropriate information, including an environmental and economic assessment of the effects of and reasons for the exemption and proposed procedures, methods or equipment standards.

(c) The exemption may specify the procedures, methods, or equipment standards that will apply.

(d) An exemption is granted or denied in writing. The decision of the Assistant Commandant for Marine Safety and Environmental Protection is a final agency action.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-052, 53 FR 25122, July 1, 1988; CGD 86-034, 55 FR 36255, Sept. 4, 1990; CGD 93-081, 60 FR 45017, Aug. 29, 1995; CGD 96-026, 61 FR 33666, June 28, 1996; CGD 93-056, 61 FR 41461, Aug. 8, 1996; CGD 97-023, 62 FR 33364, June 19, 1997]

Sec. 156.111 Incorporation by reference.

(a) Certain material is incorporated by reference into this part with the approval of the Director of the Federal Register under 5 U.S.C.

552(a) and 1 CFR part 51. To enforce any edition other than that specified in paragraph (b) of this section, the Coast Guard must publish notice of the change in the Federal Register; and the material must be available to the public. All approved material is available for inspection at the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC, and at the U.S. Coast Guard, Office of Compliance (G-MOC), 2100 Second Street, SW, Washington, DC 20593-0001 and is available from the sources indicated in paragraph (b) of this section.

(b) The material approved for incorporation by reference in this part and the sections affected are as follows:

Oil Companies International Marine Forum (OCIMF)

15th Floor, 96 Victoria Street, London SW1E 5JW, England.
Ship to Ship Transfer Guide (Petroleum), Second Edition, 1988--
156.330.

International Chamber of Shipping

12 Carthusian Street, London EC1M 6EB, England.
Guide to Helicopter/Ship Operations, Third Edition, 1989--156.330.

[CGD 93-081, 60 FR 45017, Aug. 29, 1995, as amended by CGD 96-026, 61 FR 33666, June 28, 1996]

Sec. 156.112 Suspension order.

The COTP or OCMI may issue a suspension order to suspend transfer operations to the vessel or facility operator when the COTP or OCMI finds there is a condition requiring action to prevent the discharge or threat of discharge of oil or hazardous material, or when the COTP or OCMI is unable to verify compliance with the regulations through an inspection. A suspension order:

(a) May be effective immediately;

(b) Is issued in writing unless it is effective immediately and then it may be issued orally and followed up in writing;

(c) Includes a statement of each condition requiring correction to-

- (1) Prevent the discharge of oil or hazardous material; or
- (2) Comply with Sec. 154.735 of this chapter; and
- (d) Is withdrawn when the COTP, OCMI, or District Commander, as applicable, determines that the condition requiring action to prevent the discharge or threat of discharge of oil or hazardous material has been corrected or no longer exists.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.113 Compliance with suspension order.

(a) No vessel or facility operator to whom a suspension order has been issued may conduct transfer operations from the time the order is effective until that order is withdrawn by the applicable COTP, OCMI, or by the District Commander.

(b) The vessel or facility operator may request reconsideration of the suspension order either orally or in writing to the COTP or OCMI who issued it. The request may contain supporting documentation and evidence that the vessel or facility operator wishes to have considered.

(c) Any person not satisfied with a ruling made under the procedure contained in paragraph (b) of this section may appeal that ruling in writing, except as allowed under paragraph (e) of this section, to the Coast Guard District Commander of the district in which the suspension order was issued. The appeal may contain supporting documentation and evidence that the appellant wishes to have considered. The appeal does not stay the effect of the suspension order while the COTP or OCMI ruling is being reviewed. The District Commander issues a ruling after reviewing the appeal.

(d) The ruling by the District Commander is final agency action.

(e) If the delay in presenting a written appeal under paragraph (c) of this section would have a significant adverse impact on the appellant, the appeal may initially be presented orally. If an initial presentation of the appeal is made orally, the appellant must submit the appeal in writing within five days of the oral presentation to the District Commander to whom the oral appeal was made, containing, at a minimum the basis for the appeal and a summary of the material presented orally.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.115 Person in charge: Limitations.

(a) No person may serve as the person in charge of transfer operations on more than one vessel at a time during transfers between vessels or between two or more vessels and a facility unless authorized by the COTP.

(b) No person may serve as the person in charge of both a vessel and

a facility during transfer operations unless authorized by the COTP.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.118 Advance notice of transfer.

(a) The COTP may require a facility operator to notify the COTP of the time and place of each transfer operation at least 4 hours before it

begins for facilities that:

- (1) Are mobile;
- (2) Are in a remote location;
- (3) Have a prior history of oil or hazardous material spills; or
- (4) Conduct infrequent transfer operations.

(b) In the case of a vessel to vessel transfer, the COTP may require

a vessel operator of a lightering or fueling vessel to notify the COTP of the time and place of each transfer operation, as specified by the COTP, at least 4 hours before it begins.

(c) No person may conduct such transfer operations until advance notice has been given as specified by the COTP.

Note: The notification may be accomplished by submitting a written schedule, periodically updated to be current.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.120 Requirements for transfer.

A transfer is considered to begin when the person in charge on the transferring vessel or facility and the person in charge on the receiving facility or vessel first meet to begin completing the declaration of inspection, as required by Sec. 156.150 of this part. No person shall conduct an oil or hazardous material transfer operation unless:

(a) The vessel's moorings are strong enough to hold during all expected conditions of surge, current, and weather and are long enough to allow adjustment for changes in draft, drift, and tide during the transfer operation;

(b) Transfer hoses and loading arms are long enough to allow the vessel to move to the limits of its moorings without placing strain on the hose, loading arm, or transfer piping system;

(c) Each hose is supported to prevent kinking or other damage to the hose and strain on its coupling.

(d) Each part of the transfer system is aligned to allow the flow of oil or hazardous material;

(e) Each part of the transfer system not necessary for the transfer operation is securely blanked or shut off;

(f) The end of each hose and loading arm that is not connected for the transfer of oil or hazardous material is blanked off using the closure devices required by Secs. 154.520 and 155.805 of this chapter;

(g) The transfer system is attached to a fixed connection on the vessel and the facility except that when a vessel is receiving fuel, an automatic back pressure shutoff nozzle may be used;

(h) Each overboard discharge or sea suction valve that is connected to the vessel's transfer or cargo tank system is sealed or lashed in the closed position; except when used to receive or discharge ballast in compliance with 33 CFR Part 157;

(i) Each transfer hose has no unrepaired loose covers, kinks, bulges, soft spots, or any other defect which would permit the discharge of oil or hazardous material through the hose material and no gouges, cuts, or slashes that penetrate the first layer of hose reinforcement ('`reinforcement'' means the strength members of the hose, consisting of fabric, cord and/or metal);

(j) Each hose or loading arm in use meets Secs. 154.500 and 154.510 of this chapter, respectively;

(k) Each connection meets Sec. 156.130;

(l) Any monitoring devices required by Sec. 154.525 of this chapter are installed and operating properly;

(m) The discharge containment equipment required by Sec. 154.545 of this chapter is readily accessible or deployed as applicable;

(n) The discharge containment required by Secs. 154.530, 155.310, and 155.320 of this chapter, as applicable, is in place and periodically drained to provide the required capacity;

(o) Each drain and scupper is closed by the mechanical means required by Sec. 155.310;

(p) All connections in the transfer system are leak free except that a component in the transfer system, such as the packing glands of a pump, may leak at a rate that does not exceed the capacity of the discharge containment provided during the transfer operation;

(q) The communications required by Secs. 154.560 and 155.785 of this chapter are operable for the transfer operation;

(r) The emergency means of shutdown required by Secs. 154.550 and 155.780 of this chapter, as applicable, is in position and operable;

(s) There is a person in charge on the transferring vessel or facility and the receiving vessel or facility except as otherwise authorized under Sec. 156.115;

(t) Each person in charge required by paragraph (s) of this section:

(1) Is at the site of the transfer operation and immediately available to the transfer personnel;

(2) Has in his or her possession a copy of the facility operations manual or vessel transfer procedures, as appropriate; and

(3) Conducts the transfer operation in accordance with the facility operations manual or vessel transfer procedures, as appropriate;

(u) The personnel required, under the facility operations manual and the vessel transfer procedures, to conduct the transfer operation:

(1) Are on duty; and

(2) Conduct the transfer operation in accordance with the facility operations manual or vessel transfer procedures, as appropriate;

(v) At least one person is at the site of the transfer operation who fluently speaks the language or languages spoken by both persons in charge;

(w) The person in charge of the transfer on the transferring vessel or facility and the person in charge of it on the receiving vessel or facility have held a conference, to ensure that each person in charge understands--

- (1) The identity of the product to be transferred;
- (2) The sequence of transfer operations;
- (3) The transfer rate;
- (4) The name or title and location of each person participating in the transfer operation;

(5) Details of the transferring and receiving systems including procedures to ensure that the transfer pressure does not exceed the maximum allowable working pressure (MAWP) for each hose assembly, loading arm and/or transfer pipe system;

- (6) Critical stages of the transfer operation;
- (7) Federal, state, and local rules that apply to the transfer of oil or hazardous material;

- (8) Emergency procedures;
- (9) Discharge containment procedures;
- (10) Discharge reporting procedures;
- (11) Watch or shift arrangement;
- (12) Transfer shutdown procedures; and,

(13) If the persons use radios, a predetermined frequency for communications during the transfer, agreed upon by both.

(x) The person in charge of transfer operations on the transferring vessel or facility and the person in charge of transfer operations on the receiving vessel or facility agree to begin the transfer operation;

(y) Between sunset and sunrise the lighting required by Secs. 154.570 and 155.790 of this chapter is provided; and

(z) For transfer operations between tank barges from sunset to sunrise, lighting is provided as described in Sec. 155.790 of this chapter.

(aa) A transfer operation which includes collection of vapor emitted from a vessel's cargo tanks through a venting system not located on the vessel must have the following verified by the person in charge:

(1) Each manual valve in the vapor collection system is correctly positioned to allow the collection of cargo vapor;

(2) A vapor collection hose or arm is connected to the vessel's vapor connection;

(3) The electrical insulating device required by Sec. 154.810(g) of this chapter or 46 CFR 39.40-3(c) is fitted between the facility vapor connection and the vessel vapor connection;

(4) The initial loading rate and the maximum transfer rate are determined;

(5) The maximum and minimum operating pressures at the facility vapor connection are determined;

(6) The tank barge overfill control system, if installed, is connected to the facility, tested, and operating properly;

(7) The following have been performed not more than 24 hours prior to the start of the transfer operation:

(i) Each alarm and automatic shutdown system required by **subpart E** of part 154 of this chapter and 46 CFR part 39 has been tested and found

to be operating properly, and

(ii) Analyzers required by Sec. 154.820(a), Sec. 154.824 (d) and (e)

of this chapter or 46 CFR 39.40-3(a) have been checked for calibration

by use of a span gas;

(8) Each vapor recovery hose has no unrepaired loose covers, kinks, bulges, soft spots, or any other defect which would permit the discharge

of vapor through the hose material, and no external gouges, cuts, or slashes that penetrate the first layer of hose reinforcement; and

(9) The oxygen content of the vessel's cargo tanks, if inerted, is at or below 8 percent by volume.

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(bb) If the transfer operation involves loading oil, as defined in Sec. 151.05 of this chapter, into a cargo tank, the overfill device required by Sec. 155.480 of this chapter is installed and operating properly.

(cc) Smoking is not permitted in the facilities marine transfer area except in designated smoking areas.

(dd) Welding, hot work operations and smoking are prohibited on vessels during the transfer of flammable or combustible materials, except that smoking may be permitted in accommodation areas designated by the master.

(Approved by the Office of Management and Budget under control number 2115-0506)

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-102, 55 FR 25445, June 21, 1990; CGD 86-034, 55 FR 36255, Sept. 4, 1990; CGD 90-071a, 59 FR 53291, Oct. 21, 1994; CGD 93-056, 61 FR 41461, Aug. 8, 1996; CGD 79-116, 62 FR 25127, May 8, 1997]

Sec. 156.125 Discharge cleanup.

(a) Each person conducting the transfer operation shall stop the transfer operation whenever oil or hazardous material from any source is discharged:

(1) In the transfer operation work area; or

(2) Into the water or upon the adjoining shoreline in the transfer area.

(b) Except as permitted under paragraph (c) of this section, no person may resume the transfer operation after it has been stopped under

paragraph (a) of this section, unless:

(1) Oil or hazardous material discharged in the transfer operation work area is cleaned up; and

(2) Oil or hazardous material discharged into the water or upon the adjoining shoreline is cleaned up, or is contained and being cleaned up.

(c) The COTP may authorize resuming the transfer operation if it is deemed appropriate.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36255, Sept. 4, 1990]

Sec. 156.130 Connection.

(a) Each person who makes a connection for transfer operations shall:

(1) Use suitable material in joints and couplings to ensure a leak-free seal;

(2) Use a bolt in at least every other hole, and in no case less than four bolts, in each temporary bolted connection that uses a flange that meets American National Standards Institute (ANSI) standard flange requirements under Sec. 154.500(d)(2) of this chapter;

(3) Use a bolt in each hole in each temporary bolted connection that uses a flange other than one that meets ANSI standards;

(4) Use a bolt in each hole of each permanently connected flange;

(5) Use bolts of the correct size in each bolted connection; and

(6) Tighten each bolt and nut uniformly to distribute the load and sufficiently to ensure a leak free seal.

(b) A person who makes a connection for transfer operations must not use any bolt that shows signs of strain or is elongated or deteriorated.

(c) Except as provided in paragraph (d) of this section, no person may use a connection for transfer operations unless it is:

(1) A bolted or full threaded connection; or

(2) A quick-connect coupling acceptable to the Commandant.

(d) No person may transfer oil or hazardous material to a vessel that has a fill pipe for which containment cannot practically be provided unless an automatic back pressure shutoff nozzle is used.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990]

Sec. 156.150 Declaration of inspection.

(a) No person may transfer oil or hazardous material to or from a vessel unless each person in charge, designated under Secs. 154.710 and 155.700 of this chapter, has filled out and signed the declaration of inspection form described in paragraph (c) of this section.

(b) No person in charge may sign the declaration of inspection unless he or she has determined by inspection, and indicated by initialling in the appropriate space on the declaration of inspection form, that the facility or vessel, as appropriate, meets Sec. 156.120.

(c) The declaration of inspection may be in any form but must contain at least:

(1) The name or other identification of the transferring vessel or facility and the receiving vessel or facility;

(2) The address of the facility or location of the transfer operation if not at a facility;

(3) The date and time the transfer operation is started;

(4) A list of the requirements in Sec. 156.120 with spaces on the form following each requirement for the person in charge of the vessel or facility to indicate by initialling that the requirement is met for the transfer operation; and

(5) A space for the date, time of signing, signature, and title of each person in charge during transfer operations on the transferring vessel or facility and a space for the date, time of signing, signature, and title of each person in charge during transfer operations on the

receiving facility or vessel certifying that all tests and inspections have been completed and that they are both ready to begin transferring product; and

(6) The date and time the transfer operation is completed.

(d) The form for the declaration of inspection may incorporate the declaration-of-inspection requirements under 46 CFR 35.35-30.

(e) The vessel and facility persons in charge shall each have a signed copy of the declaration of inspection available for inspection by the COTP during the transfer operation.

(f) The operators of each vessel and facility engaged in the transfer operation shall retain a signed copy of the declaration of inspection on board the vessel or at the facility for at least 1 month from the date of signature.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 93-056, 61 FR 41461, Aug. 8, 1996]

Sec. 156.160 Supervision by person in charge.

(a) No person may connect or disconnect a hose, top off a tank, or engage in any other critical procedures during the transfer operation unless the person in charge, required by Sec. 156.120(s), supervises that procedure.

(b) No person may start the flow of oil or hazardous material to or from a vessel unless instructed to do so by either person in charge.

(c) No person may transfer oil or hazardous material to or from a vessel unless each person in charge is in the immediate vicinity and immediately available to the transfer personnel.

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990]

Sec. 156.170 Equipment tests and inspections.

(a) Except as provided in paragraph (d) of this section, no person may use any equipment listed in paragraph (c) of this section for transfer operations unless the vessel or facility operator, as appropriate, tests and inspects the equipment in accordance with paragraphs (b), (c) and (f) of this section and the equipment is in the condition specified in paragraph (c) of this section.

(b) During any test or inspection required by this section, the entire external surface of the hose must be accessible.

(c) For the purpose of paragraph (a) of this section:

(1) Each nonmetallic transfer hose must:

(i) Have no unrepaired loose covers, kinks, bulges, soft spots or any other defect which would permit the discharge of oil or hazardous material through the hose material, and no gouges, cuts or slashes that penetrate the first layer of hose reinforcement as defined in Sec. 156.120(i).

(ii) Have no external deterioration and, to the extent internal inspection is possible with both ends of the hose open, no internal deterioration;

(iii) Not burst, bulge, leak, or abnormally distort under static liquid pressure at least 1½ times the maximum allowable working pressure; and

(iv) Hoses not meeting the requirements of paragraph (c)(1)(i) of

this section may be acceptable after a static liquid pressure test is successfully completed in the presence of the COTP. The test medium is not required to be water.

(2) Each transfer system relief valve must open at or below the pressure at which it is set to open;

(3) Each pressure gauge must show pressure within 10 percent of the actual pressure;

(4) Each loading arm and each transfer pipe system, including each metallic hose, must not leak under static liquid pressure at least 1\1/2\ times the maximum allowable working pressure; and

(5) Each item of remote operating or indicating equipment, such as a remotely operated valve, tank level alarm, or emergency shutdown device, must perform its intended function.

(d) No person may use any hose in underwater service for transfer operations unless the operator of the vessel or facility has tested and inspected it in accordance with paragraph (c)(1) or (c)(4) of this section, as applicable.

(e) The test fluid used for the testing required by this section is limited to liquids that are compatible with the hose tube as recommended by the hose manufacturer.

(f) The frequency of the tests and inspections required by this section must be:

(1) For facilities, annually or not less than 30 days prior to the first transfer conducted past one year from the date of the last tests and inspections;

(2) For a facility in caretaker status, not less than 30 days prior to the first transfer after the facility is removed from caretaker status; and

(3) For vessels, annually or as part of the biennial and mid-period inspections.

(g) If a facility or vessel collects vapor emitted from a vessel cargo tank with a vapor control system, the system must not be used unless the following tests and inspections are satisfactorily completed:

(1) Each vapor hose, vapor collection arm, pressure or vacuum relief valve, and pressure sensor is tested and inspected in accordance with paragraphs (b), (c), and (f) of this section;

(2) Each remote operating or indicating device is tested for proper operation in accordance with paragraph (f) of this section;

(3) Each detonation arrester required by Sec. 154.820, Sec. 154.826(a), and Sec. 154.828(a) of this chapter or 46 CFR 39.40-3(d), and each flame arrester required by Sec. 154.826(a), Sec. 154.828(a) and (c) of this chapter has been inspected internally within the last year, or sooner if operational experience has shown that frequent clogging or rapid deterioration is likely; and

(4) Each hydrocarbon and oxygen analyzer required by Sec. 154.820(a) and Sec. 154.824 (d) and (e) of this chapter or 46 CFR 39.40-3(a) is calibrated:

(i) Within the previous two weeks, or

(ii) Within 24 hours prior to operation when the vapor control system is operated less frequently than once a week.

(h) Upon the request of the owner or operator, the COTP may approve

alternative methods of compliance to the testing requirements of paragraph (c) of this section if the COTP determines that the alternative methods provide an equal level of protection.

(Approved by the Office of Management and Budget under control number 2115-0096)

[CGD 75-124, 45 FR 7177, Jan. 31, 1980, as amended by CGD 88-102, 55 FR 25445, June 21, 1990; CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 93-056, 61 FR 41461, Aug. 8, 1996]

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NAVIGABLE WATERS

CHAPTER I--COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED)

PART 156--OIL AND HAZARDOUS MATERIAL TRANSFER OPERATIONS--Table of Contents

Subpart B--Special Requirements for Lightering of Oil and Hazardous Material Cargoes

Source: CGD 78-180, 49 FR 11172, Mar. 26, 1984, unless otherwise noted.

Sec. 156.200 Applicability.

This **subpart** applies to each vessel to be lightered and each service vessel engaged in a lightering operation in the marine environment beyond the baseline from which the territorial sea is measured when the oil or hazardous material lightered is destined for a port or place subject to the jurisdiction of the U.S. This **subpart** does not apply to lightering operations involving public vessels, or to the dedicated response vessels and vessels of opportunity in accordance with the National Contingency Plan (40 CFR parts 9 and 300) when conducting response activities. These rules are in addition to the rules of **subpart** A of this part, as well as the rules in the applicable sections of parts 151, 153, 155, 156, and 157 of this chapter.

[CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.205 Definitions.

(a) In addition to the terms defined in this section, the

definitions in

Sec. 154.105 of this chapter apply to this **subpart** and to **subpart C**.

(b) As used in this **subpart** and **subpart C**:

Lightering or Lightering operation means the transfer of a cargo of oil or a hazardous material in bulk from one vessel to another, including all phases of the operation from the beginning of the mooring operation to the departure of the service vessel from the vessel to be lightered, except when that cargo is intended only for use as fuel or lubricant aboard the receiving vessel.

Marine environment means--

(1) The navigable waters of the United States;

(2) The waters of an area over which the United States asserts exclusive fishery management authority; and

(3) The waters superadjacent to the Outer Continental Shelf of the United States.

Service vessel means the vessel which receives a cargo of oil or a hazardous material from another vessel in a lightering operation.

Vessel to be lightered means the vessel which transports a cargo of oil or a hazardous material to a place within the marine environment for

transfer of that cargo to another vessel for further transport to a port

or place subject to the jurisdiction of the United States. The term ``vessel to be lightered'' does not include drilling rigs, or offshore supply vessels transferring cargo intended for use as fuel or lubricant aboard the receiving vessel.

Work includes any administrative duties associated with the vessel whether performed on board the vessel or onshore.

[CGD 78-180, 49 FR 11172, Mar. 26, 1984, as amended by CGD 86-034, 55 FR 36256, Sept. 4, 1990; CGD 90-052, 58 FR 48436, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.210 General.

(a) No vessel may transfer oil or hazardous materials in a port or place subject to the jurisdiction of the United States, if the cargo has

been lightered from another vessel, unless:

(1) The regulations in this **subpart** have been complied with;

(2) Both the vessel to be lightered and service vessel have, on board, at the time of transfer, a valid Certificate of Inspection, Certificate of Compliance, or a Tank Vessel Examination Letter, as would have been required under 46 U.S.C. 3710 or 3711, had the transfer taken place in a port or place subject to the jurisdiction of the United States; and

(3) The delivering and receiving vessels have on board at the time of transfer, evidence that each vessel is operating in compliance with section 311(j) of the Federal Water Pollution Control Act (33 U.S.C. 1321(j)) and applicable regulations issued under the authority of section 311(j) in the form of a Declaration of Inspection as required by

Sec. 156.150 and a vessel response plan if required under part 155 of this chapter.

Note: Under 46 U.S.C. 3715, the delivering and receiving vessels

must have on board at the time of transfer, a Certificate of Financial Responsibility that would be required if the transfer had taken place in

a location subject to the jurisdiction of the U.S. Regulations concerning Certificates of Financial Responsibility for vessels using the navigable waters of the U.S. are in part 130 of this chapter.

(4) The vessel to be lightered has on board, at the time of transfer, an International Oil Pollution Prevention (IOPP) Certificate or equivalent documentation of compliance with Annex I of the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto (MARPOL 73/78), as would be required by Part 151 of this chapter for vessels in navigable waters of the United States. The IOPP Certificate or documentation of compliance shall be that prescribed by Secs. 151.19 and

151.21 of this chapter, and shall be effective under the same timetable as specified in Sec. 151.19.

(b) Lightering operations involving hazardous materials, other than oil, may be conducted only with the specific approval of the Commandant.

A request to lighter hazardous materials, other than oil, must be submitted to Commandant (G-M) prior to the planned beginning of lightering operations. The request must include the information described in Sec. 156.215(a) to the extent known, for the initial transfer, and the estimated frequency of subsequent lightering operations. After the entry into force of Annex II to

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MARPOL 73/78, vessels lightering hazardous materials shall carry an International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (1973), if required by Annex II to MARPOL 73/78, or equivalent documentation of compliance with the annex.

(c) In an emergency, the COTP, upon request, may authorize a deviation from any rule in this part if the COTP determines that its application will endanger persons, property, or the environment.

(d) On vessels conducting lightering operations in a designated lightering zone, a licensed individual or seaman may not work, except in

an emergency or a drill, more than 15 hours in any 24-hour period, or more than 36 hours in any 72-hour period, including the 24-hour and 72-hour periods prior to commencing lightering operations.

[CGD 78-180, 49 FR 11172, Mar. 29, 1984, as amended by CGD 88-052, 53 FR 25122, July 1, 1988; CGD 90-052, 58 FR 48436, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.215 Pre-arrival notices.

(a) The master, owner or agent of each vessel to be lightered must give at least 24 hours advance notice to the Captain of the Port nearest

the lightering location or zone, prior to arrival in the lightering location or zone. This advance notice must include:

(1) The vessel's name, call sign or official number, and registry:

- (2) The cargo type (if oil) or shipping name (if hazardous material) and approximate amount on board;
 - (3) The number of transfers expected and the amount of cargo expected to be transferred during each transfer;
 - (4) The lightering location or zone to be used;
 - (5) The estimated time of arrival in the lightering location or zone;
 - (6) The estimated duration of transfer operations; and
 - (7) The name and destination of service vessel(s).
- (b) In the event the estimated time of arrival in the lightering location or zone changes by more than six hours, the Master, owner or agent of each vessel to be lightered must advise the Captain of the Port of this change as soon as possible.
- (c) Where lightering is conducted as a result of collision, grounding, tank rupture or any similar emergency, immediate notice must be given to the Captain of the Port.
- (d) In addition to the other requirements in this section, the master, owner, or agent of a vessel that requires a Tank Vessel Examination (TVE) or other special Coast Guard inspection in order to lighter in a designated lightering zone must request the TVE or other inspection from the cognizant Captain of the Port at least 72 hours prior to commencement of lightering operations.

[CGD 78-180, 49 FR 11172, Mar. 26, 1984, as amended by CGD 90-052, 58 FR 48437, Sept. 15, 1993; CGD 93-081, 60 FR 45017, Aug. 29, 1995]

Sec. 156.220 Reporting of incidents.

- (a) An immediate report must be made to the nearest Captain of the Port, by the service vessel, if fire, explosion, collision, grounding or any similar emergency, which poses a threat to the vessels involved, occurs during lightering.
- (b) Any discharge of oil or hazardous material into the water shall be reported, by the service vessel, in accordance with the procedures specified in Sec. 151.15 of this chapter.

Sec. 156.225 Designation of lightering zones.

The District Commander is delegated the authority to designate lightering zones and their operating requirements, where they are necessary for safety or environmental protection. When a lightering zone has been designated, lightering operations in a given geographic area may only be conducted within the designated lightering zone.

Sec. 156.230 Factors considered in designating lightering zones.

- The following factors are considered in designating a lightering zone:
- (a) The findings of the environmental analysis or, if prepared, the Environmental Impact Statement;
 - (b) The proximity of the zone to:
 - (1) Shipping lanes;

- (2) Vessel traffic schemes or vessel separation systems;
 - (3) Anchorages;
 - (4) Fixed structures;
 - (5) Designated marine sanctuaries;
 - (6) Commercial and recreational fishing areas;
 - (7) Environmentally sensitive areas; and
 - (8) Designated units of the National Park System, National Wild and Scenic Rivers System, National Wilderness Preservation System, properties included on the National Register of Historic Places and National Registry of Natural Landmarks, and National Wildlife Refuge System.
- (c) The traditional use of areas for lightering operations;
 - (d) The normal weather and sea conditions in the areas, and their effect on lightering operations, and the fate of possible cargo discharges;
 - (e) The depth of water and underwater obstructions that may adversely impact anchorages and clearance of vessels;
 - (f) Other relevant safety, environmental, or economic data.

Landing area: (1) the primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones, (2) the "clear zone" beyond the ends of each runway (i.e., the extension of the primary surface), (3) all taxiways, and the lateral clearance zones along each side for the length of the taxiways), and (4) all aircraft parking aprons plus the area extending beyond each edge all around the aprons.

Safety precaution area: those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

Transitional surface: a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

Transitional zone: the ground area under the transitional surface (and adjoining the primary surface, clear zone, and approach-departure clearance zone).

APPENDIX A

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job-specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:
 - a. plan preparer (corporate safety staff person, QC);
 - b. plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
 - c. plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.
2. BACKGROUND INFORMATION. List the following:
 - a. contractor;
 - b. contract number;
 - c. project name;
 - d. brief project description, description of work to be performed, and location (map);
 - e. contractor accident experience (provide information such

- as EMR, OSHA 200 Forms, corporate safety trend analyses);
f. listing of phases of work and hazardous activities requiring activity hazards analyses.
3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a significant portion of the information required by the accident prevention plan.)
4. RESPONSIBILITIES AND LINES OF AUTHORITIES.
a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance).
b. Lines of authority
5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:
a. identification of subcontractors and suppliers (if known);
b. means for controlling and coordinating subcontractors and suppliers;
c. safety responsibilities of subcontractors and suppliers.
6. TRAINING.
a. List subjects to be discussed with employees in safety indoctrination.
b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.
c. Identify requirements for emergency response training.
d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

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7. SAFETY AND HEALTH INSPECTIONS. Provide details on:
a. who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;
b. any external inspections/certifications which may be required (e.g., Coast Guard).
8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.
a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.
b. A brief description of the company's safety incentive programs (if any) should be provided.
c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.
d. Provide written company procedures for holding managers and supervisors accountable for safety.
9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:
a. exposure data (man-hours worked);
b. accident investigations, reports and logs;
c. immediate notification of major accidents.
10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.
11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.
12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).
a. hazard communication program (01.B.04);

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- b. emergency response plans:
- procedures and tests (01.E.01)
 - spill plans (01.E.01, 06.A.02)
 - firefighting plan (01.E.01, 19.A.04)
 - posting of emergency telephone numbers (01.E.04)
 - wildfire prevention plan (09.K.01)
 - man overboard/abandon ship (19.A.04)
- c. layout plans (04.A.01);
- d. respiratory protection plan (05.E.01);
- e. health hazard control program (06.A.02);
- f. lead abatement plan (06.B.05 & specifications);
- g. asbestos abatement plan (06.B.05 & specifications);
- h. abrasive blasting (06.H.01);
- i. confined space (06.I);
- j. hazardous energy control plan (12.A.07);
- k. critical lift procedures (16.C.17);
- l. contingency plan for severe weather (19.A.03);
- m. access and haul road plan (22.I.10);
- n. demolition plan (engineering and asbestos surveys) (23.A.01);
- o. emergency rescue (tunneling) (26.A.05);
- p. underground construction fire prevention and protection plan (26.D.01)
- q. compressed air plan (26.I.01)
- r. formwork and shoring erection and removal plans (27.B.02)
- s. lift slab plans (27.D.01)
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. blasting plan (29.A.01);
- v. diving plan (30.A.13);
- w. plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force);

13. The contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the

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accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation.

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APPENDIX B

EMERGENCY OPERATIONS

1. During emergency operations and recovery assistance activities it is extremely important that safety and health requirements are implemented. Personnel often perform unusual, difficult, hazardous tasks while in a challenging environment, and these conditions increase the risk of accident. Additionally, resources are in short supply, and the loss of any resource to an accident indicates poor management. Safety and occupational health of Corps of Engineers employees, contractors, and members of the public exposed to Corps activities will be a primary concern during all Corps emergency operations and recovery assistance. Safety and Occupational Health Offices shall provide the necessary input to their Emergency Management counterparts to ensure that planning for safety and health concerns (including risk and hazard analysis) is addressed prior to, during, and following disasters and disaster response.
2. Safety and occupational health program requirements shall be included in all Government and contract operations. Federal Acquisition Clause 52.236-13, Accident Prevention, shall be included in contracts and MOAs/MOUs for emergency operations and recovery assistance.
3. Initial response. A qualified safety and health professional shall be immediately alerted of the disaster and shall be included in the planning and execution of response and recovery efforts. This individual shall assess safety and health issues and assure precautions are taken prior to deployment of personnel (items to consider include sanitation, drinking water, power supply, living quarters, driving conditions, environmental conditions, and health issues).
4. Staffing. Safety and Occupational Health Offices in the Geographic District experiencing the disaster will be temporarily staffed with additional safety, industrial hygiene, and medical

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES						REPORTS CONTROL SYMBOL ENGW-0-13	
THRU:		TO:		FROM:		REPORT NO.	
CHARACTER OF REPORT	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL					DATE OR PERIOD	
	NAME AND TYPE		SIZE		PIPELINE		DIPPER OR BUCKET
DREDGE	HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET
	NUMBER OF CREW MEMBERS		DREDGE		SHORE		OTHER PLANT
			TOTAL		WORK SCHEDULE		SHIFTS PER DAY
PROJECT AND BAR	NAME		AUTH DIMENSIONS		WIDTH		DEPTH
	LOCATION (include station numbers)						OVERDEPTH
CHARACTER OF MATERIAL	ABSOLUTE DENSITY		IN PLACE DENSITY		VOIDS RATIO		
	GRAIN SIZE		GMS/liter		GMS/liter		
CONTRACT OR DREDGING ORDER	NUMBER		<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR		TOTAL NO. OF DAYS ON WHICH WORK WAS DONE		
CHANNEL CONDITION	AVERAGE DEPTH	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING	BEFORE DREDGING	AFTER DREDGING	
RIVER STAGE	MINIMUM	TIME	MAXIMUM	TIME	GAGE LOCATION		
WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)			VISIBILITY	WIND (maximum velocity & direction)		
WORK PERFORMED				DISTRIBUTION OF TIME			
ITEM		UNIT	QUANTITY	EFFECTIVE WORKING TIME (chargeable to cost of work)		HOURS	MIN.
AVERAGE WIDTH OF CUT		FEET		PUMPING OR DREDGING			
TOTAL ADVANCE THIS PERIOD		FEET		PCT. OF EFFECTIVE RENTAL TIME		%	
TOTAL ADV. PREVIOUS TO THIS PERIOD		FEET		BOOSTER (in line)		Hrs.	Min.
TOTAL ADVANCE TO DATE		FEET		NON-EFFECTIVE WORKING TIME (chargeable to cost of work)			
FLOATING PIPE:				HANDLING PIPE LINES			
SHORE PIPE:				HANDLING ANCHOR LINES			
TOTAL LENGTH OF DISCHARGE PIPE		FEET		CLEARING PUMP AND PIPE LINE			
AVERAGE LIFT		FEET		CLEARING CUTTER OR SUCTION HEAD			
AVERAGE PUMP SPEED		R.P.M.		WAITING FOR SCOWS			
AVG. DREDGED PER PUMP. HK, GROSS		CU.YDS.		TO AND FROM WHARF OR ANCHORAGE			
SCOWS LOADED		NUMBER		CHANGING LOCATION OF PLANT ON JOB			
AVERAGE LOAD PER SCOW		CU.YDS.		LOSS DUE TO OPPOSING NATURAL ELEMENTS			
CUBIC YARDS REMOVED				LOSS DUE TO PASSING VESSELS			
AMOUNT DREDGED THIS PERIOD:				SHORE LINE AND SHORE WORK			
(1) GROSS (computed amount)				WAITING FOR BOOSTER			
(2) CREDITED (pay place)				MINOR OPER. REPAIRS (explain in remarks)			
AMOUNT PREVIOUSLY REPORTED:				WAITING FOR ATTENDANT PLANT			
(1) GROSS (computed amount)				PREPARATION AND MAKING UP TOW			
(2) CREDITED (pay place)				TRANSFERRING PLANT BETWEEN WORKS			
TOTAL AMOUNT DREDGED TO DATE:				LAY TIME OFF SHIFT AND SATURDAYS			
(1) GROSS (computed amount)				SUNDAYS AND HOLIDAYS			
(2) CREDITED (pay place)				FIRE DRILL			
ATTENDANT PLANT				MISCELLANEOUS (explain in remarks)			
ITEM	NAME OR NUMBER	HOURS		TOTAL NON-EFFECTIVE WORKING TIME			
				PCT. OF NON-EFFECTIVE RENTAL TIME		%	
				TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)			
				PCT. OF TOTAL TIME IN PERIOD		%	
				LOST TIME (not chargeable to cost of work)			
				MAJOR REPAIRS AND ALTERATIONS			
				CESSATION			
				COLLISIONS			
				MISCELLANEOUS (explain in remarks)			
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL	BY DIV & OCE PERSONNEL		TOTAL LOST TIME			
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <input type="checkbox"/> NO <input type="checkbox"/> YES (If "YES", explain under remarks on back)			PERCENTAGE OF TOTAL TIME		%	
				TOTAL TIME IN PERIOD			

ENG FORM
JAN 70

4267

REPLACES ENG FORM 28 (Costs), 1 MAR 53, AND ENG FORM 29 (Costs),
1 JAN 62, WHICH ARE OBSOLETE. (ER1125-2-304)

(Signature and Remarks
required on reverse side.)

00900 ATT. I-1

SUMMARY OF COSTS					
ITEMS					COST
DIRECT PLANT OPERATING COSTS					
UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i>					
CHARGES: _____ DAYS AT \$ _____ PER DAY <i>(Item 19, ENG Form 22 (Costs)—adjusted to exclude plant increment cost.)</i>					
▶ OR ◀					
ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i>					
PAYROLLS <i>(gross)</i>				\$	
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE				\$	
FUEL _____ BARRELS AT \$ _____ PER BARREL				\$	
WATER				\$	
LUBRICANTS				\$	
PLANT OWNERSHIP COSTS <i>(as computed below)</i>				\$	
INSURANCE				\$	
ATTENDANT PLANT				\$	
MISCELLANEOUS				\$	
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS					
SUBTOTAL—PLANT UNIT COST \$ _____ PER CUBIC YARD.					
SHORE WORK					
SUBTOTAL—SHORE WORK COSTS					
SUBTOTAL—SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD.					
OTHER COSTS					
SURVEYS				\$	
INSPECTION AND SUPERVISION				\$	
OVERHEAD				\$	
OTHER INDIRECT COSTS				\$	
SUBTOTAL—OTHER COSTS					\$
SUBTOTAL—OTHER UNIT COST \$ _____ PER CUBIC YARD.					
GRAND TOTAL—ALL COSTS					\$
GRAND TOTAL—ALL UNIT COSTS \$ _____ PER CUBIC YARD.					
OPERATING SUPPLIES				ANNUAL REPORT DATA <i>(complete when submitting Annual report)</i>	
COMMODITIES	CONSUMED		INVENTORY		per min.
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL <i>(oil)</i>	BBLs				COST PER RENTAL MINUTE <i>(Based on total operating cost)</i>
LUBRICANT <i>(oil)</i>	GAL				TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i>
LUBRICANT <i>(grease)</i>	LBS				BOOK VALUE <i>(End of F.Y. reporting period)</i>
WATER	GAL				BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i>
					PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i>
					DEPRECIATION
					REPAIRS <i>(Adjusted)</i>
					CESSATION OF WORK
					SMALL TOOLS, ETC.
SUBSISTENCE SUPPLIES					
MISCELLANEOUS SUPPLIES					
TOTAL				\$	
TOTAL					\$
REMARKS					
SUBMITTED BY <i>(Name, title, and signature)</i>		RECOMMENDED BY <i>(Name, title, and signature)</i>		APPROVED BY <i>(Name, title, and signature)</i>	



USACE TRANSPORTATION AND PLACEMENT LOG



Log Number:

Date (yy:mm:dd)

Project Information:

Trip Number:

Permit Number:

Project Name:

Tow Owner:

Inspector's Name:

Tug's Navigational Unit:

Tug and Scow Information

Tug Name:

Tug Captain:

Scow Name/Number:

Scowman's Name:

Loading Information:

Volume of Material (Cubic yds)

Time Loading is Complete (hh:mm:ss):

Description of Material:

Scow Draft Forward (ft)

Scow Draft Aft (ft):

Percent Rock:

Placement Site Weather Conditions:

Wind Direction (from):

Weather Conditions:

Observed Water Depth (ft):

Visibility (n miles):

Marine Mammals/Sea Turtles Sighted (Yes/No)

Wind Speed (mph)

Wave Swell Height (ft):

Transit/Placement Information:

Time Scow Departed Dredge Site

Approximate Distance from Scow to Target at time of Discharge (ft)

Time Scow Arrives at Project Placement Area

Length of Towline at Time of Discharge (ft)

Scow Heading (Degrees):

Distance from Tug Navigational Antenna to Tugs Towing Bit (ft)

Direction of Scow Relative to Tugs Towing Bit (Degrees)

Tug Position Determined By (GPS/DGPS)

Estimated Scow Speed (kts):

Start Time (DOORS OPEN)

Tug Speed (kts):

Tug Heading (Degrees):

GPS/DGPS: Latitud

Longitude -

End Time (Placement is Complete)

Tug Speed (kts):

Tug Heading (Degrees):

GPS/DGPS: Latitud

Longitude -

Post Placement Time (DOORS CLOSED)

Tug Speed (kts):

Tug Heading (Degrees):

GPS/DGPS: Latitud

Longitude -

Comments:

SECTION 01200 TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

1. WORK COVERED BY CONTRACT PRICE: The work consists of furnishing all plant, labor, materials and equipment, sampling/testing and performing all work in strict accordance with the specifications and drawings for the dredging of material from the Arthur Kill Reach of the New York and New Jersey Channels, Federal Navigation Project, its transportation and processing, preparation of any specified upland disposal sites, and placement of the dredged material at an approved/permitted upland disposal site furnished by the contractor. The contractor will be solely responsible for coordination and compliance with the disposal site requirements.

Approximately **204,015** cubic yards of material including options, if exercised, above the grade of **35** feet MLW plus a one (1) foot vertically applied overdepth are presently available at the specified section of the Arthur Kill Reach of the New York and New Jersey Channels. This work is subject to the availability of funds.

Twenty-two (22) calendar days have been allowed to complete the basic contract work for 45,000 CY. There are sixteen (16) options to the contract ranging from 1,245 cubic yards to 42,470 cubic yards. The time for contract completion of each additional option will be determined by allowing a rate of one (1) calendar day for each 4,000 cubic yards of material dredged and placed at an approved/permitted upland disposal site furnished by the contractor. Options will range from one (1) calendar day to eleven (11) calendar days, if exercised.

The work is anticipated to be performed within the approximate time period of January 2003 to February 2003.

a. Mobilization and Demobilization:

- 1) Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as, transfer of the dredge and attendant plant and equipment to the site, preparation of processing and placement areas, preparation of required project signs (Section 00900

E), and/or incidentals in advance of this actual dredging. Demobilization shall include general preparation for transfer of plant to its home base, cleanup of dredging and disposal areas, and transfer of plant to its home base. All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and other marine and land equipment will be paid for at the contract lump sum price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization to the work site. The remaining forty percent (40%) will be included in the final payment for work under the contract. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item.

- 2) In the event the Contracting Officer and/or his Representative considers that the amount in this item (60%), which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer and/or his Representative may require the Contractor to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer and/or his Representative will result in payment of actual mobilization costs as determined by the Contracting Officer and/or his Representative, at the completion of mobilization and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer and/or his Representative is not subject to appeal.

- b. Removal and Placement of Material:** The contract price per cubic yard for dredging shall include the cost of removal, transportation, processing, and placement of all materials at an approved/permitted, contractor-furnished upland disposal site as specified in the Technical Proposal furnished by the contractor, with the exception of ledge rock, large boulders, large rock fragments, wrecks, snags, stumps, and piles which cannot be removed or buried below project depth without blasting. Should ledge rock or other material which cannot be removed without blasting be encountered, the Contractor shall remove all overlying material which in the judgment of the Contracting

Officer and/or his Representative can be removed and report the location. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with Contract Clause entitled: "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

2. ORDER OF WORK: (NOT APPLICABLE FOR THIS PROJECT)

3. CHARACTER OF MATERIALS:

- a. The material to be removed to gain the depth within the limits called for in these specifications and drawings is material which has shoaled in the area since it was dredged to authorized dimensions in 1998.
- b. Results of grain size analyses performed on 14 samples collected within the project area in 1997 are averaged to be 14.50% sand, 44.50% silt and 41.00% clay.
- c. Based on the 1997 testing data analysis the U.S. Army Engineer District, New York, it was determined that the dredged material from this project is not suitable for ocean disposal. Therefore, the dredged material will be transported, processed and placed at an approved/permitted upland disposal site furnished by the contractor as specified in the Technical Proposal.
- d. The contractor will be solely responsible for coordinating and complying with all the processing requirements of identified disposal site. Disposal shall be in a fully permitted facility that has been permitted by the host state to accept material as dredged under Work of this Contract, with beneficial reuse wherever possible. Dredging, dewatering and/or other processing (if any), transfer, transportation and material disposal shall be performed in accordance with applicable law and requirements of all associated permits and approvals and government authorities having jurisdiction.

4. SITE CONDITIONS: Bidders are expected to examine the site of the work, including the placement areas and decide for themselves the conditions affecting their operations prior to submitting their bids. Records of previous dredging operations are available at the U.S. Army Engineer District, New York, Operations Division, Support Branch,

Technical Support Section, Room 1937, 26 Federal Plaza, New York, N.Y. 10278-0090. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK" (FAR 52.236-3).

5. PERMITS:

- a. The contractor is required to comply with both the New Jersey and New York State Water Quality Certifications for all dredging in the Federal Channel. These permits will be provided by the Government.
- b. The contractor shall obtain and possess all permits (as applicable), as required in accordance with Contract Clause entitled: "PERMITS AND RESPONSIBILITIES" (FAR 52.236-7), for dewatering and/or other processing (if any), the transfer, transportation and final disposal of all dredged materials, and shall submit evidence of such permits and approvals to the Government. Disposal shall be in a fully permitted facility that has been permitted by the host state to accept material as dredged under work of this contract as specified in the Technical Proposal.

6. SUBMITTALS: The Contractor shall submit for approval, by the Contracting Officer and/or his Representative, his progress schedule and plans for dredging, processing, and placement of dredged material in approved upland disposal site, as specified in the Technical Proposal. The plan shall also show the manner in which dredged material will be distributed in the disposal area. The contractor shall submit any proposed modifications to the placement area. This plan shall show areas or portions thereof to be used. Such plans shall be provided by the contractor at the Preconstruction Conference (Section 00800 - Special Contract Requirements, paragraph 34). Nevertheless, such modification, if any, may not affect the bid price.

7. PLANT: The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications. The plant shall be subject to the inspection of the Contracting Officer and/or his Representative at all times. No reduction in the capacity

of the plant employed on the work shall be made except by written permission of the Contracting Officer and/or his Representative. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.

All hopper exits shall be kept in good condition to prevent leakage of material.

All scows must be kept in good condition, the coamings repaired and the pockets provided with proper doors or appliances to prevent leakage of material.

All pipelines for hydraulic dredging plant must be kept in good condition at all times and any leaks or breaks along their length shall be promptly repaired.

8. PLACEMENT OF DREDGED MATERIAL

- a. **General:** The material dredged from the dredging site shall be disposed of at an approved/permitted contractor furnished placement site. At the conclusion of Step Two of the Two Step Procurement process, within seventy (70) calendar days from the date the Apparent low bidder is notified of being the low bidder, the Apparent Low Bidder must provide proof of approval including permits by the appropriate regulatory agencies of the dredged material for this contract for compatibility with the proposed Disposal Site, with their concurrence for material placement there. Any sampling and testing required for obtaining permits required for dredged material placement shall also be provided. The procedure used to obtain samples shall be detailed. These test results will be used by the Government as part of the request for a Water Quality Certificate for the dredging.
- b. The prime contractor is solely responsible for all financial, technical, and logistical coordination, which would allow dredged material to be processed, transported and placed at the disposal site.
- c. All floatable material excavated shall be disposed of at an existing approved upland disposal area. Should the Contractor encounter floatable material, a copy of a letter granting the permission of appropriate authorities to use an existing approved upland disposal area shall be

submitted to the Contracting Officer and/or his representative.

d. Any material that is deposited in areas, which were not intended to be used as disposal areas in this contract, will not be paid for and may be required to be removed and deposited at a location designated by the Contracting Officer or his representative at no additional expense to the Government.

e. Placement of dredged material shall be subject to the following conditions:

1) The material placed shall be free of debris.

2) The Contractor shall be solely responsible for any damage caused by him to buildings, pavement, curbs, signs, lawns, bulkheads, beach grass, or any other property adjacent to the disposal areas, and shall be required to repair at his own expense any such damage caused during the performance of work under this contract. Prior to the commencement of operations and after completion thereof, a joint inspection by representatives of the contractor, the Contracting Officer and local interests pertaining to the above will be made.

3) The area where filling operations are in progress shall be floodlighted during the hours of darkness. Illumination shall be provided by using portable light equipment such as model No.LDA I6 MTVE manufactured by ALLMAND BROS. INC. of HOLDREIRE, or approved equal. A minimum of 3-foot candles of illumination shall be maintained in the immediate vicinity of the pipe discharge.

4) The contractor must comply with any special requirements set forth by the identified disposal site.

f. **Quality Control:** The Contractor shall establish and maintain quality control for material dredging and placement at the contractor furnished upland disposal site to assure compliance with contract requirements, and maintain records of his quality control for all construction operations, including but not limited to the following:

- 1) Dredging, including suitability of dredged material.
 - 2) Dredged material processing, as necessary.
 - 3) Transportation.
 - 4) Placement of dredged material, including continuity and order of placement; distribution of material in disposal site area.
 - 5) Any debris encountered during all stages of this project shall be removed and disposed of as directed.
- g. The placement operation is to be carried out in conformity with the requirements of all associated permits and approvals by government authorities having jurisdiction over the approved upland disposal site.
- h. The Contractor will have a "NOTICE TO MARINERS" published by the Coast Guard prior to start of work.
- i. Every vessel engaged in the transportation of dredged material of any description shall have its name or number and owner's name printed in letters and numbers, at least fourteen (14) inches high, distinctly legible at all times, and no scow or boat, not so marked, shall be used to transport or place any such material.
- j. **Disposal Plan:** The Contractor shall submit for approval his disposal plan at the Preconstruction Conference (Section 00800 - Special Contract Requirements, paragraph 34). The disposal plan shall include all special conditions (i.e., CZM and WQC, etc. from the host state) specific to the disposal site being used, contractor access to the site, locations and cross-section of existing and proposed dikes, maximum elevations and quantities of disposal material for the site, drainage structure locations, manner in which the dredged material will be distributed in the area, beach planting scheme, etc. Plan also shall include any dewatering and/or processing of the dredged material that may be required before material will be brought to the disposal site for final disposal. Approval of the disposal plan by the Contracting Officer or his representative is required prior to disposal site(s) preparation. ***The Contractor shall conduct his work in accordance with the Disposal Plan, however, approval of the plan for development of the disposal area does not in any manner relieve the***

Contractor of his responsibility for the adequacy of the design and construction and drainage facilities required.

In addition, the Contractor shall also submit at the pre-construction meeting, his plan for road crossings of the discharge pipeline. The contractor shall be responsible for securing the appropriate permits for any road crossings of discharge pipeline or similar activities and may not begin work until such permits are received from the appropriate agencies.

- k. **Pre-Construction Site Visit:** Prior to actual construction of the placement site, the Contractor and the Contracting Officer and/or his representatives shall visit the site(s) for the purpose of delineating areas of avoidance (cultural resource and/or wetland concerns).
- l. **Construction/Maintenance of Containment Structure:** The Contractor shall construct all retaining dikes, waste weirs and drainage structures as are necessary for confining the dredged material and for controlling disposal area effluent until acceptance of all work under the contract.
- m. **Protection of Structures and Adjacent Areas:** The contractor shall be responsible for the maintenance, repair and stability of all dikes, roads and structures, used by him under the contract. The Contractor shall restore all dikes, roads, and areas he disturbs through his operations to a satisfactory condition, as approved by the Contracting Officer or his representative, at no additional cost to the Government.
- n. **Inspection of Structures and Adjacent Areas:** The Contractor shall inspect all dikes, roads, waste weirs in adjacent areas utilized during this operation on a daily basis to assure their safety and stability. The Contractor shall include these inspections in his daily quality control report. The inspection shall include but not be limited to structures, equipment, safety, security, drainage and seepage.
- o. **Reporting Requirements:** The Contractor shall maintain a daily written record of all disposal site operations. This requirement shall be made a part of the Contractor's Quality Control Plan and each record shall be included in the Contractor's Quality Control Report.

- p. **Retaining Embankment Material and Construction:** Material used to build retaining embankment(s) shall be approved for use in this application and be taken from inside the disposal area, except where otherwise specified or directed by the Contracting Officer or his representative. The height of containment area structure(s) shall be determined by the Contractor. The borrowing of material from outside the disposal area limits shown on the drawings shall not be permitted unless approved by the Contracting Officer.
- q. **Protection of Areas Adjacent to Containment Structures:** The contractor shall take all precautions which in the opinion of the Contracting Officer or his representative may be necessary to prevent the escape of material through the weirs, embankments and bulkheads or otherwise into navigable waters or onto adjacent uplands or wetland area. No mechanical equipment shall be allowed in any wetland area unless specific approval is given by the Contracting Officer or his representative.
- r. **Drainage:** Development of the disposal site shall be done so as to prevent obstruction of drainage on upland areas adjacent thereto, and to leave free, clear and unobstructed outfalls of sewers, drainage ditches, and other structures affected by the disposal operations.
- s. **Containment Structure Restoration:** The Contractor shall restore any feature of the containment structures as required to prevent the escape of dredged material from the disposal site on to adjacent areas.
- t. **Physical Features Outside of Containment Structure:** The contractor shall be solely responsible for all dikes, roads, pavements, curbs, signs, lawns, bulkheads or any other property or area he disturbs during his performance of the work under this contract. The Contractor shall be required to repair any such damage at his own expense and to the satisfaction of the Contracting Officer or his representative.
- u. **Control of Disposal Area Effluent:** The contractor shall monitor and control disposal area conditions and disposal effluent quality as prescribed in these specifications. The Contractor's Quality Control Plan shall identify monitoring requirements and measures, which will be taken to control disposal area conditions to insure effluent quality meets the requirements identified in **all**

applicable laws and requirements of all associated permits and approvals and government authorities having jurisdiction.

- v. **Water Quality Certification:** The contractor shall comply with all requirements identified in the New Jersey and New York State Water Quality Certificates including all special conditions for dredging of material from the Federal Channel. A copy of both of the Water Quality Certificates will be provided at the Pre-Construction Conference. ***Dredging, dewatering and/or other processing (if any), transfer, transportation and material disposal shall be performed in accordance with all applicable laws and requirements of all associated permits and approvals and government authorities having jurisdiction.***
- w. **Removal of Containment Area Structures:** Structures (i.e., weirs, pipeline, etc.) installed by the Contractor for use in his disposal operations shall be removed and the contractor shall repair and stabilize all areas affected by the removal of these structures as approved by the Contracting Officer.

9. OVERDEPTH AND SIDE SLOPES:

- a. **Overdepth:** To cover inaccuracies of the dredging process, material actually removed from within the specified area to be dredged, to a depth of not more than one (1) foot immediately below the required dredging area, will be calculated and paid for at the contract price.
- b. **Side and End Slopes** presented by the material actually removed, within limits specified herein, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope will be calculated and paid for at the contract price. Dredging in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut will be acceptable.
- c. **Excessive Dredging:** Material taken from beyond the limits of the acceptance cross-sections plus allowable overdepth will be deducted from the total amount dredged as excessive dredging for which payment will not be made. Nothing herein shall be construed to

prevent payment for removal of shoals performed in accordance with the applicable provisions of Section-00800 - Special Contract Requirements, paragraphs 18 and 19 entitled: "FINAL EXAMINATION AND ACCEPTANCE" OR entitled "SHOALING."

10. LIMIT OF DREDGING: The area to be dredged is the area of the channel within the sections indicated on the drawings and specified in Section 00800 - Special Contract Requirements, paragraph 18, entitled: "FINAL EXAMINATION AND ACCEPTANCE," as defined by the dredging prism indicated in Section 01200, paragraphs 9 and 12 entitled: "OVERDEPTH AND SIDE SLOPES" and "MEASUREMENT AND PAYMENT."

11. REPORTING REQUIREMENTS: The Contractor shall prepare and maintain a Daily Report of Operations form and Quality Control Report form and furnish signed copies thereof to the Contracting Officer's representative. Copies of the forms prescribed for recording the required information are attached (see Section 00900 - List of Documents, Exhibits and Other Attachments - attachments C, I and J). Further instructions on the preparation and submittal of the reports will be furnished at the Preconstruction Conference.

12. MEASUREMENT AND PAYMENT:

- a. **Mobilization and Demobilization** (Bid item No.1): See Section 01200, paragraph 1.a. entitled: "MOBILIZATION AND DEMOBILIZATION."
- b. **Dredging:** The total amount of material removed and paid for under the contract will be measured by the cubic yard in place. Measurement of the number of cubic yards in place will be made by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by soundings of a survey made as soon as practicable after the entire work specified has been completed. The volume for measurement shall include the material within the limits of the overdepth, side slopes described in Section 01200, paragraph 9 entitled: "Overdepth and Side Slopes," less any deductions that may be required for misplaced material described in Section 01200, paragraph 8 entitled: "Placement of Dredged Material" and/or excessive dredging described in Section 01200, Paragraph 9.c.

entitled: "Excessive Dredging." The contract price will not be affected by the way the payment to any subcontractor for dredged material processing and disposal will be conducted.

- c. **The maps and/or drawings** (Section 00800 - Special Contract Requirements, paragraph 5 entitled: "CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS") accurately represent the conditions existing on March 2002. The soundings shown on the contract drawings were taken with a portable electronic depth recorder with a transducer frequency of 200 kHz. New soundings will be taken generally two weeks prior to dredging. Soundings after dredging will be made by an electronic depth recorder with a transducer frequency of 200 kHz or may be made using a multi-beam surveying system. After-dredging surveys will be completed generally within five days of completion of a section or the project. Determination of quantities removed to determine in-place quantities to be paid in the area specified, after having once made, will not be reopened, except on evidence of collusion, fraud, or obvious error. Computations for payment purposes will generally be made by the Corps of Engineers utilizing the Triangulated Irregular Network (TIN) method or Average End Area method.
- d. **Shoaling** in the areas to be dredged is not at a rapid rate from existing depths. The unit price for dredging based on the above method of computation of the quantity for which payment is to be made shall include the Contractor's evaluation of shoaling, changes in the regimen of the waterway, or changes caused by the Contractor's operations that may occur during the period between the survey before dredging and the survey for acceptance of the work.
- e. **Scows and Hopper Dredges:** Where scows or hopper dredges are used in performance of work and where the Contractor maintains load or measuring devices on such scows or hopper dredges, copies of all recorded measurements made in connection with the work shall be furnished to the Contracting Officer and/or his Representative. If as the work progresses the Contractor determines that a significant difference exists between the recorded bin or scow quantities and the survey quantities computed from the check surveys described in Section 01200, paragraph f below, he

shall immediately notify the Contracting Officer and/or his Representative of any such discrepancies. Such notification shall include a description of the Contractor's methods of measuring scow or bin quantities, certification of measuring techniques, documentation of material sampling and methods used to convert bin or scow measurements to in-place density.

It is emphasized that bin or scow measurements shall not be used as a basis for partial or final payment.

f. **Monthly Partial payments** will be based on approximate quantities determined by soundings or sweepings taken behind the dredge by the Contractor. The contractor's soundings are to be used for partial payments only and will not form a basis for the acceptance of the work (see Section 00800 - Special Contract Requirements, paragraph 36 entitled: "QUANTITY SURVEYS").

g. **The Contractor must inform the Government**, in writing, within three calendar days of completing a section as specified on the contract drawings and under paragraph "1. WORK COVERED BY THE CONTRACT PRICE:" The section will be examined and accepted in accordance with Section 00800 - Special Contract Requirements, paragraph 18 entitled: "FINAL EXAMINATION AND ACCEPTANCE" within a fair and reasonable time. Once the Contracting Officer or his representative accepts a section, the Contractor will be relieved of all responsibility for said section.

13. BUOY REMOVAL: The Contractor shall notify the Coast Guard at least 15 days prior to the date desired for having buoys which interfere with dredging operations removed or relocated. Requests shall be made in writing to:

COMMANDER (OAN)
FIRST COAST GUARD DISTRICT
408 ATLANTIC AVENUE
BOSTON, MASS. 02110
or by telephoning (617) 223-8337.

14. COORDINATION WITH THE U.S. COAST GUARD

The United States Coast Guard, Captain of the Port of New York will be notified 30 days prior to the start of work in the federal channel. The USCG will need the hours that the contractor intends to work, a description of the work vessels on site, the VHF radio channels the vessels will be monitoring and a company point of contact for the contractor for 24 hours a day.

The contractor will ensure public notification via the Local Notice to Mariners within 15 days prior to commencement of dredging. Information can be faxed to (617) 223-8073.

The contractor will coordinate vessel traffic and marine events with the New York Coast Guard office. The New York Coast Guard Office contact information is as follows:

Contact: Petty Officer Yunker
United States Coast Guard
212 Coast Guard Drive
Staten Island, NY 10305

Phone: (718)354-4197
Fax (718)354-4190

SECTION 01351

SAFETY

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SECTION 01351

SAFETY

1. SAFETY: Provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, dated 3 September 1996 will be applied to all work under this contract. The reference manual may be obtained from the Contracting Officer's Representative (COR), at the job site or via the internet at www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm.

2. SAFETY MEETING: The contractor will meet with representatives of the COR to discuss and develop a mutual understanding relative to the administration of the overall safety program. The time and place of the Safety Meeting will be determined at the Preconstruction Conference (Section 00800-35).

3. ACCIDENT PREVENTION PROGRAM: Four (4) copies of the contractor's *Accident Prevention Plan* shall be submitted at the Preconstruction Conference for review and acceptance by the COR. The Accident Prevention Plan will be reviewed at the Safety Meeting, prior to the start of work. The accident prevention program shall be prepared in the format outlined in Appendix A of EM 385-1-1, "Minimum Basic Requirements for Accident Prevention Plan" (a portion of this Appendix is provided as Attachment H in Section 00900), as per Contract Clause 52.236.13 "Accident Prevention (Nov 1991)." No work shall commence until the Accident Prevention Plan is accepted by the COR.

4. HAZARD ANALYSES:

Job hazard analyses containing all the information as required by figure 1-1, EM 385-1-1 (figure 01351-1.) shall be fully completed and signed by an Officer of the company and shall be included in the Accident Prevention Plan. The job hazard analyses will be reviewed for adequacy at least monthly by the contractor and noted as such on the Contractor's Quality Control Report.

ACTIVITY HAZARD ANALYSIS

ACTIVITY _____ ANALYZED BY/DATE _____

PRINCIPAL STEPS	POTENTIAL SAFETY/HEALTH HAZARDS	RECOMMENDED CONTROLS
<i>Identify the principal steps involved and the sequence of work activities</i>	<i>Analyze each principal step for potential hazards</i>	<i>Develop specific controls for each potential hazard</i>
EQUIPMENT TO BE USED	INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS
<i>List equipment to be used in the work activity</i>	<i>List inspection requirements for the work activity</i>	<i>List training requirements, including hazard communication</i>

Figure 01351-1. EM 385-1-1, figure 1-1.

5. ACCIDENT PREVENTION PLAN: In addition to those items contained in EM 385-1-1, Appendix A, the following items will be included in the accident prevention plan:

- a. **Hard Hat Area.** A statement that the jobsite is classified a "hard hat" area from start to finish.
- b. **Sanitation and Medical Requirements.** Estimate the greatest number of employees, supervisors, etc., to be working at peak construction period, including subcontractor personnel. Include sanitation requirements and medical facilities identified for the job site. Note: When a medical facility or physician is not accessible within five minutes of an injury to a group of two or more employees for the treatment of injuries, at least two or more employees on each shift shall be qualified to administer first aid and CPR.
- c. **Equipment Inspection.** Describe the type of inspection program on cranes, trucks, and other types of construction equipment the Contractor plans to implement. Include who will be responsible for the inspection and how the Contractor will control equipment of subcontractors and equipment brought to the site by rental companies. Describe the types of records to be kept. Indicate that copies of records of all equipment

inspections will be kept at the job site for review by the designated authority.

d. Crane & Derrick Operators. All floating cranes and floating derricks may only be operated by *qualified* operators. Written proof of qualification for all crane and derrick operators shall be in accordance with EM 385-1-1, section 16.C.04 and shall include any certificates and/or dates of examination, *shall be specific to each operator*, and shall be signed by the qualifying source. The qualifying source may be an independent testing and qualifying company, a union, a government agency, a state or city licensing agency, a qualified consultant, etc. **THE CONTRACTOR WILL PROVIDE COPIES OF THE CRANE OPERATOR'S QUALIFICATIONS TO THE CONTRACTING OFFICER OR HIS REPRESENTATIVE AT THE PRECONSTRUCTION MEETING.**

e. Contractor Diving Operations.

1) Diving contractors and/or subcontractors shall submit a *safe practices manual* that includes the requirements of EM 385-1-1, Section 30.A.11 (1) through (5) to the COR and Command Dive Coordinator (CDC) for review and acceptance at the Safety Meeting or at least fifteen (15) days prior to the commencement of dive operations.

2) A dive operations plan in accordance with EM 385-1-1, section 30.A.13 a. (1) through (11) shall be developed and implemented by the diving contractor for each dive. The plan shall be submitted to the COR for review and acceptance prior to commencing the dive. Written acceptance in the form of a memorandum or electronic mail from the COR is required for diving operations to commence.

f. Lifting Operations Involving Single Point Mooring Buoys and Pipeline.

1) Operations involving the lifting and subsequent transfer of anchors to single point mooring buoys (e.g. scots buoy, pump-out buoy, mono-buoy, etc.,) and setting, retrieving, and moving of pipeline shall require submittal of a critical lift plan. The critical lift plan shall include or specify the following:

a. the crane or derrick operator, lift supervisor and rigger and their qualifications.

- b. the exact size and weight of the load to be lifted and all crane or derrick rigging components, including the anchor chain, sand loading of pipeline, which adds to the weight.
- c. the lift geometry and procedures including the crane position, height of the lift; the load radius, and the boom length and angle for the entire range of the lift;
- d. a rigging plan showing the lift points and describes rigging procedures and hardware requirements;
- e. a description of the operating base (platform) condition and any potential list;
- f. environmental conditions under which the lift operations are to be stopped; and,
- g. coordination and communication requirements

2) The New York Safety Office Critical Lift Plan shall be completed by the contractor, signed by an officer of the company, and submitted to the Contracting Officer's Representative (COR) for acceptance prior to the lift.

3) Hanging anchors from single point mooring buoys shall not be permitted in any case unless written certification by a registered Professional Engineer (P.E.) is provided to the COR certifying that the design loading ability of the buoy topside, under-deck structure, and deck cleats are engineered to safely handle such loads.

4) All buoy mechanical systems (e.g. windlasses) shall be maintained in working order throughout the duration of the contract.

6. PROJECT SAFETY OFFICER: The Contractor will designate an employee as Site Safety Officer who is responsible for implementing and enforcing the Accident Prevention Plan. The site safety officer shall have the authority to suspend operational activities if the health and safety of personnel are endangered, and to suspend an individual from operational activities for infractions of the Accident Prevention Plan. The Contractor will submit a resume of the site safety officer outlining their training and experience specific to

construction safety and occupational health for acceptance by the COR prior to the start of work. The Site Safety Officer shall have completed a 40-hour OSHA compliance-based construction safety training course.

7. ACCIDENT REPORTS: The contractor shall *immediately* report all accidents by telephone to the COR.

- a. The Contractor will provide an initial written report of the accident to the COR within 24 hours. The Contractor shall complete and submit ENG Form 3394 for all accidents involving lost work time, medical treatment, and/or property damage in excess of \$2,000.00 within 48 hours of the accident.
- b. Daily records of all first aid treatment not otherwise reported shall be maintained at the job site and furnished to the designated authority upon request. Records shall also be maintained of all exposure and accident experience incidental to the work (OSHA Form 200 or equivalent as prescribed by 29 CFR 1904).
- c. The Contractor will maintain and provide the designated authority access to the project's Workers Compensation Claims Report that details the compensable accidents experienced on the project by the Contractor and Subcontractor.

8. MONTHLY EXPOSURE REPORTS: The Contractor shall submit to the COR no later than the first day of each month, a compilation of man-hours worked each month by the prime contractor and each subcontractor.

9. CLEAN-UP: The Contractor's Accident Prevention Plan shall identify the individual's responsible for cleanup and shall establish a housekeeping procedures and schedules. If the COR determines that cleanup is not being performed satisfactorily, the Contractor shall establish a work crew to perform the continuous cleanup required by the contract clause titled: CLEANING UP. The individual(s) appointed to the work crew to perform continuous cleanup shall not perform any other duties under this contract, unless approved by the COR. The number of individuals appointed to the cleanup work crew shall be increased as directed by the COR until adequate cleanup is maintained.

10. SUPPLEMENTAL TO SAFETY MANUAL: To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

a. **Electrical Work:** Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications.

1) Upon request by the Contractor, arrangements will be made for de-energizing lines and equipment so that work may be performed. All outages shall be requested through the COR a minimum of 14 days, unless otherwise specified, prior to the beginning of the specified outages. Dates and duration will be specified.

2) Upon approval of the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 700 volts, when the following conditions have been met.

a. Work below the conductors no closer than the clearance required in EM 385-1-1 from the energized conductors.

b. Setting and connection of new pre-trimmed poles in energized lines which do not replace an existing pole.

c. setting and removing transformers or other equipment on poles.

d. Installation or removal of hot line connectors, jumpers, dead-end insulators for temporary isolation, etc., which are accomplished with hot line equipment from an insulated bucket truck.

3) The Contractor shall submit a plan, in writing, describing his/her method of operation and the equipment to be used on energized lines. Proper certification from an approved source of the safe condition of all tools and equipment will be provided with the plan. The work will be planned and scheduled so that proper supervision is maintained. Emergency procedures for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/per plan with the COR prior to being granted permission to perform the work.

- 4) No work on lines greater than 600 volts will be performed from the pole or without the use of an insulated bucket truck.
- 5) No work will be done on overbuilt lines while underbuilt lines are energized, except for temporary isolation and switching.
- b. **Electrical Tools:** Hand held electrical tools shall be used only on circuits protected by ground fault circuit interrupters for protection of personnel.
- c. **Electrical Cords:** All general use extension cords shall be hard usage or extra hard usage as specified in Table 11-1 of EM 385-1-1.
- d. **Temporary Electrical Systems:** Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity, and ground resistance before initial use and after modification. GFI outlets shall be installed and tested with a GFI circuit tester (tripping device) prior to use. Portable and vehicle mounted generators shall be inspected for compliance with EM 385-1-1 and NFPA 70.
- e. **Rollover Protective Structures (ROPS):** Seat belts and ROPS shall be installed on all construction equipment as required by paragraph 16.B.12 of EM 385-1-1. The operating authority will furnish proof from the manufacturer or licensed engineer that ROPS meets the applicable SAE standards cited in EM 385-1-1, pg. 257.
- f. **Elevating Work Platforms:** All elevating work platforms shall be designed, constructed, maintained, used, and operated in accordance with ANSI A92.3, ANSI A92.6, ANSI A92.5 and EM 385-1-1, Sections 22.J and 16.A. Only personnel trained in the use of elevating work platforms shall be authorized to use them. A list will be maintained by the contractor of all authorized users at the job site. The list will be updated as necessary and available for review on site by the designated authority.
- g. **Fall Protection:** Fall protection in the form of standard guardrails, nets, or personal fall arrest systems will be provided for all work conducted over 6 feet in height. The contractor will submit his/her proposed method of fall

protection to the COR as part of the Job Hazard Analysis for acceptance. If the contractor deems that conventional fall protection has described above is not feasible for a particular job, or phase of a job, the Contractor will state in writing the reasons that conventional fall protection cannot be used and provide alternative safety measures for review and acceptance by the COR.

h. Excavations: All open excavations made in the earth's surface four (4) foot or greater will be under the supervision of a competent person trained in, and knowledgeable about, soils analysis, the use of protective systems, and the requirements of OSHA 29 CFR 1926, Subpart P and EM 385-1-1, Section 25. The competent person shall be designated in writing by the Contractor and a resume of their training and experience submitted to the COR for acceptance.

- 1) Excavations hazards and methods for their control will be specified in the job hazard analyses.
- 2) Sloping and benching: The design of sloping and benching shall be selected from and in accordance with written tabulated data, such as charts and tables. At least one copy of the tabulated data will be maintained at the job site.

i. Support Systems: shall be in accordance with one of the systems outlined in 1 through 3 below:

- 1) Designs drawn from manufacturer's specifications shall be in accordance with all specifications, limitations, and recommendations issued or made by the manufacturer. A copy of the manufacturer's specifications, recommendations, and limitations will be in written form and maintained at the job site.
- 2) For design selected from and in accordance with tabulated data (such as tables and charts), at least one copy of the design shall be maintained at the job site during excavation.
- 3) For systems designed by a registered Professional Engineer. At least one copy of the design shall be maintained at the job site during excavation.

- j. For excavations greater than 20 feet deep, sloping and benching or support systems shall be designed by a registered Professional Engineer. **At least one copy of the plans and specifications shall be maintained at the job site during excavation.** The contractor will ensure that the registered Professional Engineer is working within a discipline applicable to the excavation work; i.e. it would be inappropriate for an electrical engineer to approve shoring designed for an excavation.
- k. **Confined Space:** Entry into and work in a confined space will not be allowed when oxygen readings are less than 19.5% or greater than 23.5% or if the lower explosive limit (LEL) readings is greater than 10%, unless these conditions are adequately addressed in the confined space entry plan. In addition, action levels for toxic atmospheres shall be determined and any other known or potential hazards eliminated prior to entry.
- l. **Language:** For each group that has employees that do not speak English, the Contractor will provide a bilingual foreman that is fluent in the language of the workers. The contractor will implement the requirements of EM 385-1-1, 01.B through these foremen.

11. CONTRACTOR SAFETY MEETINGS AND DOCUMENTATION:

Contractor shall conduct and document safety meetings among its personnel as required by EM 385-1-1 and as indicated herein. Monthly meetings shall be held among all supervisors, and weekly meetings shall be conducted by supervisors or foreman for all workers. The agenda of the meeting shall include specific safety items pertinent to work being performed. Documentation shall include a summary of items discussed as well as other items required by the EM 385-1-1. Documentation shall be submitted to the Government monthly.

12. CONTRACTOR PERFORMANCE APPRAISAL:

The occurrence of accidents and near misses due to negligence are strong indications that there has been insufficient emphasis on effective implementation and/or commitment to the accident prevention program. Should it become obvious that proper emphasis is not being given to safety, an interim unsatisfactory performance appraisal rating will be issued. If safety continues to be unsatisfactory or marginal, the unsatisfactory rating will become final. The contractor should be aware that

this appraisal will be stored in a national computer database which can be accessed by a multitude of agencies or municipalities desiring information on prospective contractors. An unsatisfactory rating in this database may affect the contractor's ability to obtain future Government work.

SECTION 01355

ENVIRONMENTAL PROTECTION

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SECTION 01355

ENVIRONMENTAL PROTECTION

1. SCOPE

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in other technical provisions of these specifications. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetic, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

2. QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth therein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken and submit these reports as part of the daily reports required in Section 01200.

3. PERMITS OBTAINED BY THE CORPS OF ENGINEERS

The Contractor shall comply with all requirements under the terms and conditions set out in the Water Quality Certificates in Section 00900, Attachment F.

4. SUBMITTALS

The Contractor shall submit an environmental protection plan in accordance with provisions as herein specified.

4.1 Environmental Protection Plan

a. Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

b. Hopper Dredge Basket or Screens

Drawings showing the design and method of fabrication of the basket or screen used for hopper dredging shall be submitted for approval prior to the commencement of dredging activities.

c. Environmental Protection Plan shall include but not limited to the following:

(1) A list of Federal, State and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations and permits.

(2) Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

(3) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.

(4) Permit or license for, and the location of, the solid waste disposal area.

(5) Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

(6) Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.

(7) Traffic control plan.

(8) Methods of protecting surface and ground water during construction activities.

(9) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.

(10) Plan of borrow area.

4.2 Implementation

After receipt of Notice to Proceed, the Contractor shall, within five (5) days, submit in writing the above Environmental Protection Plan and meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

5. SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

6. NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits and other elements of the Contractor's

environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

7. PROTECTION OF ENVIRONMENTAL RESOURCES

7.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the work area which in the opinion of the Contracting Officer, are critical to fish and wildlife. The Contractor shall anticipate orders to stop work at the discretion of the Contracting Officer if any fish or wildlife are endangered by construction activities. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

7.2 Protection of Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

7.3 Work Area Limits

Prior to any construction the Contractor shall mark the areas that are required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and protecting all necessary objects. Jobsite fencing shall be provided around work areas.

7.3.1 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

7.3.2 Reduction of Exposure of Unprotected Erodible Soils.

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

7.3.3 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to:

Retardation and control of runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and/or berms to retard and divert runoff to protected drainage courses, and any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

7.3.4 Erosion and Sediment Control Devices

The contractor shall construct or install all temporary and permanent erosion and sediment control features as indicated on the drawings. Temporary erosion and sediment control measures such as berms, dikes, drains,

sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

7.3.5 Temporary Excavations and Embankments

Temporary excavations and embankments for plant or work areas shall be controlled to protect adjacent areas from spoils.

7.3.6 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

7.3.7 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.

7.3.8 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category will be handled as directed by the Contracting Officer.

7.4 Preservation and Recovery of Archaeological Resources

If, during construction activities, the Contractor observes unusual items that might have historical, archaeological or cultural value, such observations shall be reported as soon as practical to the Contracting Officer. No work will be conducted in the vicinity of the discovery until authorized by the Contracting Officer.

7.5 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

7.5.1 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

7.6 Protection of Fish and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

7.7 Protection of Air Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of New Jersey and State of New York rules or regulations and all Federal emission and performance laws and standards. Ambient air quality standards set by the Environmental Protection Agency shall be maintained for these construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

7.7.1 Particulates

Dust particles from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

7.7.1.1 Particulates Control

The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from

particulates which would cause the air pollution standards mentioned in paragraph 7.7 above to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulates control shall be performed as the work proceeds and whenever a particulates nuisance or hazard occurs.

7.7.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

7.7.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

7.7.4 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

7.8 Protection of Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment to sound levels as given in the following table:

PERMISSIBLE NON-DOD NOISE EXPOSURES

Duration per day, hours	Sound level dB(A) slow response
8	90
6	92
4	95
3	97

2	100
1 1/2	102
1	105
1/2	110
1/4	115

When the daily noise exposure is composed of two or more periods of noise exposure of different levels, their combined effects should be considered rather than the individual effect of each. Exposure to different levels for various periods of time shall be computed according to the following formula:

$$Fe = T1/L1 + \dots + Tn/Ln \quad \text{where;}$$

Fe = Equivalent noise exposure factor

T() = The period of noise exposure at any contest level (in hours) L() = The duration of the noise exposure at the constant level from Table I

If Fe exceeds one(1), hearing protection is required.

8. POST CONSTRUCTION CLEAN UP

The Contractor shall clean up areas used for construction.

9. RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations inside or outside the limits of the approved work areas. Beach grass and other natural resources inside the work area will have to be replaced if disturbed. Such restoration shall be in accordance with the plan submitted for the Contracting Officer's approval. This work will be accomplished at the Contractor's expense.

10. MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

11. TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

12. PAYMENT

No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

- End of Section -

SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

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SECTION 01451

INSPECTION AND ACCEPTANCE

CONTRACTOR QUALITY CONTROL

1. GENERAL. The contractor shall establish and maintain an effective quality control (QC) program in compliance with contract clause: "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The burden of contract compliance is placed on the Contractor and not assumed by the Government. The Contractor's QC program will not be accepted without question and the right to inspect or verify at any time is reserved by the Government.

2. PRECONSTRUCTION CONFERENCE. As soon as practicable, before the start of dredging, the Contractor shall meet with the Contracting Officer or the Contracting Officer Representative to discuss its QC program as well as other administrative matters for the contract work. During the meeting, a mutual understanding of the program details shall be developed, including the forms for recording the QC operations, inspections, testing (if required), administration of the program, and the interrelationship of the Contractor and Government control and surveillance. Minutes of the meeting shall be prepared, signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative and shall become part of the contract file.

3. SUBMITTALS

a. **Quality Control Plan.** Prior to the start of dredging, the Contractor shall furnish his QC plan to the Contracting Officer or Contracting Officer's Representative for acceptance. Contract operations will be permitted to begin only after acceptance of the QC plan. The QC plan the Contractor proposes to implement shall include, as a minimum, the following:

- 1) A description of the quality management organization.
- 2) The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter signed by an authorized official of the

firm, which describes the responsibilities and delegates the authorities of the system manager shall be furnished.

- 3) Procedures for testing placement area effluent (if required), and any other required samples.
- 4) QC activities to be performed, including those of subcontractors if used to accomplish the work.
- 5) Compliance inspections recorded on the Construction Quality Control Report and the Dredging Report, samples of which are attached.
- 6) After acceptance of the QC plan, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing of any proposed change to his QC program. At any time it is determined that the QC program is not providing dredging operations which conform to contract requirements, actions shall be taken by the Contractor to correct the deficient management.

b. **Other Submittals.** Procedures for purchasing materials and equipment, subcontracting, and processing reports, samples and other submittals shall be developed. The procedures shall include the establishment of responsibilities to assure at each level adequate review and approval, timely delivery including verification procedures, and proper storage.

c. **Quality Assurance.** Action shall be taken to ensure that only materials and equipment which comply with contract requirements are purchased and delivered to the job site, unless specific deviations are approved. All proposed deviations from contract requirements shall be submitted in writing to the Contracting Officer or Contracting Officer's Representative for approval.

d. **Selection and Control.** The Contractor shall review the contract requirements and determine those submittals needed to assure compliance. Within five days after receipt of the notice to proceed, unless otherwise directed, the Contractor shall submit to the Contracting Officer or Contracting Officer's Representative for

review and approval, in duplicate, a submittal control document (ENG Form 4288) listing and scheduling all submittal items required by the contract. ENG Form 4288 (see Section 00900, Attachment G) will be furnished to the Contractor. The contractor shall review and revise the submittal control document at each progress schedule update and shall furnish any revised documents to the Contracting Officer or Contracting Officer's Representative.

- e. **Government Approved Submittals.** When submittals are required to be approved by the Contracting Officer or Contracting Officer's Representative, adequate time shall be allowed for review and approval. Approval action by the Government will not relieve the Contractor of his responsibility for compliance with the contract. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- f. **Government Disapproved Submittals.** When submittals are disapproved, the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. Adequate time shall be allowed for review and approval of the submittal by the Contracting Officer and Contracting Officer's Representative.

4. QUALITY CONTROL (QC) PROGRAM. The Contractor's QC program shall include the following three phases of control and management for each definable feature of the work. The Contractor's QC Manager shall notify the contracting officer or contracting officer's representative at least 24 hours in advance of any activities to be accomplished under the first two phases of this program.

- a. **Preparatory.** This control phase shall be performed before beginning work on each definable feature of work. It shall include a review of contract requirements to assure compliance.
- b. **Initial.** This phase of control shall be accomplished at the time of arrival to the placement area or of dredging

personnel on site to accomplish a definable feature of work, and shall be repeated at any time when new workers or crews arrive for assignment to the project. The contractor's QC program shall be as such to permit the transfer of information of quality requirements specified in this contract to each worker so that the specified quality of work will be provided and consistent production of high quality of work will be encouraged. It is during this phase that control testing shall be undertaken and verified.

- c. **Follow-up.** The follow-up phase shall be performed continuously to verify that control procedures are providing an end product which complies with contract requirements.

5. COMPLETION. At the completion of the work, the Contractor's QC manager shall conduct a joint completion review with the Contracting Officer or Contracting Officer's Representative. During this review, the work shall be examined, quality control shall be reviewed, and a list prepared for work items not conforming to the plans and specifications. This list shall be included in the submittal control document with an estimated date for correction of each deficiency. The Contractor shall assure that deficiencies have been corrected prior to the scheduled completion dates. Payment will be withheld for defective or deficient features until they are satisfactorily corrected except as otherwise specified in the contract clause: "INSPECTION OF CONSTRUCTION."

6. QUALITY CONTROL (QC) DOCUMENTATION. The Contractor shall maintain current records on approved forms, samples of which are attached (Section 00900-C, -G, and -I), of quality control operations, activities, and any required tests. These records shall include factual evidence that the required activities have been performed, and shall include both conforming and defective or deficient features. The records shall also include a statement that materials and equipment used in the work comply with the contract except for approved deviations. Legible copies of these records shall be furnished to the Contracting Officer or Contracting Officer's Representative on a daily basis or as specified at the PreConstruction Conference by the Contracting Officer or Contracting Officer's Representative.

7. MEASUREMENT AND PAYMENT. Separate payment will be made for any work under this section and all costs in connection therewith shall be included in the cost for all the bid items.